

United Nations Development Programme



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REQUEST FOR PROPOSAL

Project Final Evaluation of 2 projects (World Bank & USAID) as indicated in the attached 2 TORs

RFP No.: **RFP-YEM-007-2019** And e-Tendering Event ID: **0000003287**

Project: **Yemen Emergency Crisis Response Project YECRP**

Country: Yemen

Issued on: 24 January 2019

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to procurement.yemen@undp.org indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:

Samira Al-Farah

Name: Samira Al Farah
Title: Head of Procurement
Date: **January 24, 2019**

Approved by:

Samira Al-Farah

For

Name: Hari Kalfle
Title: Team leader Procurement & Travel
Date: **January 24, 2019**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
	1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.
	1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
	2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents	<p>8.1 The Proposal shall comprise of the following documents:</p>

Comprising the Proposal	<ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails:

	<p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>

15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p>

	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1	Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	21.1	When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPENING OF PROPOSALS		
22. Submission	22.1	The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
	22.2	The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.
	22.3	Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS

	<p>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>Email Submission</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>eTendering submission</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of</p>

	<p>Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; They have a good financial standing and have access to adequate financial

	<p>resources to perform the contract and all existing commercial commitments,</p> <p>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</p> <p>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the</p>

	<p>following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction

	<p>of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary 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.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	<p>Allowed .</p> <p>Suppliers have the choice to submit quotes either for one LOT or more than 1 LOT depending on firm's technical & financial capacity.</p> <p>There are three (3) lots , Lot 1, Lot 2 and Lot 3 in this RFP. Please refer to the <u>Attachment 1</u> to the RFP. Bidders must offer the financial proposals for all the 3 Lots.</p>
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 11:00 AM</p> <p>Date: January 31, 2019 12:00 AM</p> <p>Venue: UNDP office in Sanaa</p> <p>Address: 60st near the Ministry of Human Right,Sana'a ,Yemen</p> <p>Telephone: +967 1 448605</p> <p>The UNDP focal point for the arrangement is:</p> <p>Samira Al Farah</p> <p>Telephone: +967-1-448605</p> <p>E-mail: procurement.yemen@undp.org</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	<p>Required in the amount of USD 4,500 issued by a reputable bank. Copy of the Bid security should be submitted with proposal. However, the original bid security must be hand-delivered to UNDP Yemen Office before the deadline for bid Submission Date</p>

7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows: Percentage of contract price per day of delay: 0.5% of total contract value for delays beyond contract validity /timeline. Max. number of days of delay 10, after which UNDP may terminate the contract at its own discretion.</p> <p>Quality and Timeliness in delivering the TOR output: is extremely key to the success of this Contract. Therefore, UNDP will not make the payment for the sub-standard output though the evaluation reports may have been submitted by the supplier.</p>
9	40	Performance Security	Not Required
10	18	Currency of Proposal	<p>Local currency; or United States Dollar; or Any other convertible currency;</p> <p>However, the contract will be signed in the currency that the proposer selects in quoting the price in their proposal.</p> <p>Method for Currency Conversion: UN Operational Rate of Exchange (UNORE) prevailing on: Bid Closing Date</p>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: UNDP Yemen Procurement Unit Address: 60st near the Ministry of Human Right,Sana'a ,Yemen</p> <p>E-mail address: procurement.yemen@undp.org</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>The queries raised by all the proposers or bidders will be consolidated and UNDP responses will be published in the form of Bid Bulletin within e-Tendering portal as well as in all the portals where bid is advertised (e.g. UNDP Yemen local website, UNDP Procurement Notice, UNGM etc.)</p> <p>It is the responsibility of bidders to open and see the bidbulletions from one of the above portals.</p>
14	23	Deadline for Submission	<p>February 14, 2019, 16:00 hours local time.</p> <p>For e-Tendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York).</p>

14	22	Allowable Manner of Submitting Proposals	<p>As indicated in the e-Tendering portal</p> <p>Please refer to attached e-Tendeirng Guide for Suppliers</p>
15	22	Proposal Submission Address	<p><u>e-Tendering Portal:</u> https://etendering.partneragencies.org</p> <p>[<u>Please open</u> the link above and insert the below Event ID information for navigating the tender document]</p> <p><u>e-Tendering Event ID number:</u> 0000003287</p>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only; ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard; ▪ All files must be free of viruses and not corrupted; ▪ Password for financial proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 <i>(for email submission only)</i> Plassword will be asked only form the bidders whose technical prosoals are technically responsive and score the minimum pass marks; ▪ Max. File Size per transmission: 5MB; and ▪ Mandatory subject of e-Tendering: Event ID NO 0000003287/ RFP-YEM-007-2019. Please use this subject, in case if you have enquires by email also.
17	27 36	Evaluation Method for the Award of Contract	<p><u>Evaluation:</u> The received proposals will be evaluated using the Criteria stated in the Technical Evaluation Table.</p> <p>Technical evaluation will be done after screening the proposals applying eligibility and Qualification criteria stated in <u>Section 4</u>.</p> <p>The minimum technical score required to pass the technical assessment is 70% out of full marks.</p> <p><u>Contract Award:</u> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals resepectively.</p>
18		Expected date for commencement of Contract	February 28, 2019
19		Maximum expected duration of contract	<p>3 months from the date of contract commencement with 45 working days available for completing the contract</p> <p>Due to the exigencies, it is unlikely for UNDP to be able to extend the contract duration.</p>

20	35	UNDP will award the contract to:	<p>One or more Proposers, depending on the following factors :</p> <ul style="list-style-type: none"> - Technical proposal - Capacity of the firm - Financial proposal - Winner declared per lot based on the evaluation criteria and award criteria
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>The contract template is attached for the ease of reference by the Bidders (annex1)</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services (GTC)</p> <p>Please see the GTC attached as annex 2</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p>1. There are about 2,600 project sites spread all over Yemen of which a multi-layer sampling of around 5% will have to be evaluated. Multi-layer here denotes geographical distribution as well as by sectorial and governorate wide.</p> <p>Therefore, project evaluation may be necessary to be conducted for several projects covering the entire geographical locations to be covered within Yemen;</p> <p>2. Prices shall be quoted average per governorate (lots) per project to be evaluated;</p> <p>3. Detailed breakdown of the quoted price for each lot should also be provided and the average price for the lot must tally with the total of the detailed break-down cost of the same lot.</p> <p>4. Bidders must prepare the risk log based on the TOR information and other document provided with RFP and build Risk Log and mitigating measures. This will be used in evaluating and scoring the bidders capacity.</p> <p>5. Bidders providing the Audited Financial Reports for the last 3 years will get added advantage during the evaluation over those not submitting it.</p> <p>5. Safety and Security of contractor's personnel and property is the sole responsibility of the contractor themselves;</p>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience	Form D: Qualification Form
	Minimum 3 contracts of similar nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 50,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing <i>[Minimum 5 years of experience in the relevant business. Positive reference from the clients, nature and relevance of the projects previously undertaken by the organization's staff, growth of the organization and cost efficiency for the service delivery etc.]</i>	50
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted <i>[Availability of established and working teams in the ground for immediate deployment, geo spatial data-base mapping capabilities, demonstrated monitoring and evaluation ability and experience, cash availability for resource mobilization etc.]</i>	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country: <i>[Project Evaluation projects undertaken in the past, in the region or in the country with the similar level of complexities and geographical coverage as in the case of this TOR in Yemen, capacity to conduct field survey, local consultations etc.]</i>	70
1.4	Quality assurance procedures and risk mitigation measures: <i>[The suitability and relevance of the quality assurance procedures proposed, appropriateness of the risks identified and mitigating measures applied. The level of assurance provided to determine that quality and timeliness in the project output delivery will be met despite the huge geographical coverage of the projects to be evaluated and extreme level of insecurity and instability in the project sites etc.]</i>	60
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points	30

	-Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? <i>[Adequacy of resources proposed, appropriateness of 5% sampling for the project evaluation, including travel plan, project evaluation, preparation of evaluation report etc.]</i>	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic <i>[Relevance and accuracy of Project Implementation Timeline]</i>	70
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? <i>[Number of experts proposed, their qualification and experiences and management control mechanism vs. timeline available (maximum 3 months) to complete the project evaluation and report submission]</i>	60
3.2	Qualifications of key personnel proposed <i>(must be equivalent or of superior credentials stated in the TOR)</i>	
3.2 a	Team Leader	120

	- General Experience (10 years of relevant experience)	30	
	- Project Evaluation, management and leadership experience in managing and rapidly deploying the teams, among other requirements from TOR	50	
	- Experience in Arab Region or/International experience in the countries involved in conflict and insecurity	30	
	- Language Qualifications (English and Arabic)	10	
3.2 b	Senior National Expert		80
	- General Experience (7 years of relevant experience)	10	
	- Experience in assessing humanitarian emergency responses and support, applying results and human rights-based approaches for assessing humanitarian response actions/programmes, among other experiences required by TOR	40	
	- Experience in the middle east or/International experience in the countries involved in the conflict or insecurity	20	
	- Language Qualifications (English and Arabic). Ability to connect and communicate to the community people respecting the cultural and social aspects	10	
3.2 c	Junior National Expert		40
	- General Experience (at least 5 years of relevant experience)	5	
	- Experience in assessing humanitarian emergency responses and support, applying results and human rights-based approaches for assessing humanitarian response actions/programmes, among other experiences required by TOR	15	
	Experience in the middle east or/International experience in the countries involved in the conflict or insecurity	10	
	- Language Qualifications (English and Arabic). Ability to connect and communicate to the community people respecting the cultural and social aspects	10	
Total Section 3			300

Section 5. Terms of References (Section 5) & Geographic areas by LOTs ([Attachment-1, excel file](#))

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form, if applicable	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate file password protected)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney ▪ Risk Log as indicated in the Bid Data Sheet;

- CVs of all the 3 experts required by ToR;
- Timeline and Proposed Methodology and approach for delivering the TOR
- 3 Contracts with similar nature signed with the clients in the past 3 years;
- Audited Financial Report for the last 3 years, if available.
- If Audited Financial Reports not available, recent Bank Statement issued by Bank within 15 days from the date of bid submission showing income and expenditure covering the period of 1 year over

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client:	

		Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	
--	--	--	--

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years <i>Important Note: UNDP Yemen is aware that bidders may not be able to produce the Audited Financial Reports due to the given situation in the country. However, bidders being able to submitting such reports will get added advantage over those not submitting during the bid evaluation.</i>	Year	USD
	Year	USD
	Year	USD

Latest Credit Rating (if any), indicate the source	Not applicable
---	-----------------------

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

- ☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:
- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - b) Historic financial statements must be audited by a certified public accountant;
 - c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Note: Please provide one CV each for Team Leader, Sr. National Expert and Jr. National Expert

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form:

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it separately as a different file in e-Tendering not mixing with the the Technical Proposal as indicated in the Instruction to Bidders. The financial proposal must be password protected, the password must not be provided until Procurement Unit asks for it. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Average Price Per Project /Per Lot:

The bidders shall bear in mind that proposed price must be an average price per project per lot. Currency used in Table-1 and Table-2 must be the same.

UNDP will make the payments for the projects that are actually evaluated by the Contractor using the average price per project per lot, which will be indicated in the Contract to be signed with successful bidder.

PLEASE NOTE THAT PRICES ARE TO BE OFFERED BY LOTS (LOT 1, LOT 2 and LOT3) & IT IS MANDATORY TO QUOTE FOR ALL THE LOTS:

Table-1: Summary of Overall Prices (for all lots):

Currency: _____			
Particulars	Lot 1	Lot 2	Lot 3
Summary of Overall Total Price Proposals			

Table- 2: Detailed Breakdown of the Price Proposal (Per Project Per Lot):

Currency: _____												
Cost Headings	Lot 1				Lot 2				Lot 3			
	Unit of Measure	Quantity	Unit Price	Total Price	Unit of Measure	Quantity	Unit Price	Total Price	Unit of Measure	Quantity	Unit Price	Total Price
PROFESSIONAL FEE:	Day	a	b	a X b	Day	a	b	a X b	Day	a	b	a X b

<i>[Should not exceed 45 working days as per the TOR]</i>												
Team Leader												
Sr. Nat'l expert												
Jor. Nat'l expert												
Add'nl expert (if any)												
Total (Prof. Fee)												
TRAVEL and SOCIAL SECURITY:												
DSA Payment: (only for nights spent outside the main duty station)	Nights	a	b	a X b	Nights	a	b	a X b	Nights	a	b	a X b
Team Leader												
Sr. Nat'l expert												
Jr. Nat'l expert												
Add'In expert /staff (if any)												
Sub Total (DSA)												
<u>Sub Total Transportation cost</u> (covering all staff and field visits by all mode of transportation during the contract period)	Lump Sum				Lump Sum				Lump Sum			
<u>Social Security Payment</u> (insurance, danger pay etc.)	Lump Sum				Lump Sum				Lump sum			
Team Leader												
Sr. Nat'l Expert												
Jr. Nat'l Expert												
Add'nl Expert /staff (if needed)												
Sub Total of Social Security payment												
Total Travel and Social Security Costs												
TOTAL REPRODUCTION COST: (Reports, memos, letters)	Lump Sum				Lump Sum				Lump Sum			

TOTAL COMMUNICATIONS COST: (mobile, telephone, internet, related to this contract)	Lump Sum		Lump Sum		Lump Sum	
ANY OTHER COST: that may be relevant to this Contract (if any)	Lump Sum		Lump Sum		Lump Sum	
GRAND TOTAL Of all the Above Costs:						
Add OVERHEAD COST / OR MANAGEMENT FEE, if any [The overhead cost or management Fee should not exceed 10% of the Grtand Total Cost]	Lump Sum		Lump Sum		Lump Sum	
OVERALL GRAND TOTAL [PER PROJECT PER LOT]						
RECONCILLIATION: PLEASE NOTE THAT SUMMARY OF OVERALL PRICE PROPOSAL PER LOT WRITTEN IN <u>TABLE -1</u> MUST MATCH WITH THE OVERALL GRAND TOTAL PRICE PER LOT MENTIONED IN <u>TABLE-2.</u> IN CASE OF DISCREPANCY, YOUR PRICE PROPOSAL MAY BE REJECTED.						

Contract for services

United Nations Development Programme



Empowered lives.
Resilient nations.

Contract for Goods and/or Services

Between the United Nations Development Programme and []

1. Country Where Goods Will be Delivered and/or Services Will be Provided: Yemen	
2. UNDP [x]	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: []	
5. Subject Matter of the Contract: [x] services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: []	
9a. Advance Payment: []	
10. Total Value of Goods and/or Services: [] below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [] below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply [] equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: [] fixed price [] cost reimbursement	

12. Contractor's Name: ()
13. Contractor's Contact Person's Name: Title Address: Office: Cell:
14. UNDP Contact Person's Name: Title: Address: Telephone number Fax: Email:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional].
3. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount.
4. The Contractor's Technical Proposal and Financial Proposal, dated [], as clarified by the agreed minutes of the negotiations meeting, dated [N/A]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 1

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 2

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet 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.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 3

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable. **4.1.4** 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 delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 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 delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 4

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 5

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) 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; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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8.11 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 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

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damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

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11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

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11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

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13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

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16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; *and*,

18.2.2 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:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

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18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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

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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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

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20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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. 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,

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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”) and Article 34 (“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.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of 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.

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27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

27.3 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

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31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform

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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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that 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 https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Section 5: TERMS OF REFERENCE

For Contracting a National Firm

Project Final Evaluation

Ref: RFP-YEM-07-2019

Eligibility: Only National Firms can participate

A. Project Title: Yemen Emergency Crisis Response Project YECRP – World Bank

B. Project Description

The humanitarian crisis in Yemen has reached unprecedented levels of need with three-quarters of the population requiring some form of basic assistance to survive. The figures of the crisis are staggering and near-impossible to grasp while 22.2 million in need of assistance, 8.4 million people severely food insecure, and a further 10 million that could fall under the same category by the end of this year. In addition, more than 1.1 million cases of acute watery diarrhoea or cholera have been reported since April 2017. Almost 2 million of Yemeni are now internally displaced persons who have been forced to flee their homes. Hundreds of thousands of families no longer have a regular source of income – including teachers, health workers, water and sanitation workers and other public servants. They have not been paid a regular salary in two years¹.

The economic impact of the crisis has been devastating for Yemen, aggravating an already deteriorating pre-conflict economic performance. Prior to the recent conflict, Yemen was already the poorest country in the Arab region suffering from weak human development outcomes compounded with a high population growth, repeated local conflicts, chronic food insecurity and uncertain political transition. With the violent armed conflict that started in 2015 economic indicators have plummeted further. The World Bank estimates that the poverty level has doubled nationally from an average of 34.1 to 62 percent.² Given this context, interventions in Yemen should cater on the one hand to addressing immediate needs –leveraging and enhancing endogenous support mechanisms to populations at-risk- and on the other hand for the need to maintain the existing capacities and mechanisms at local and national level to maintain the foundation for future reconstruction and recovery.

To respond to the conflict, UNDP developed the Yemen Resilience Programme (YRP) framework with the aim to build resilience from the bottom-up using local systems, capacities and institutions to progressively restore livelihoods; basic services; contribute to peace-building. Therefore, an Emergency Crisis Response Project (ECRP) was initiated with the support of World Bank (WB) which is being implemented by the United Nations Development Programme (UNDP) through two national implementing partners (IPs): Social Fund for Development (SFD)³, and Public Work Projects (PWP)⁴. The initial Project Agreement of US\$ 50 million was signed between the WB and UNDP in August 2016. This was followed by an agreement for additional financing in March 2017

¹ <http://www.un.org/News/>

² Country Engagement Note for the Republic of Yemen for the Period FY17-FY18, The International Development Association, International Finance Corporation and Multilateral Investment Guarantee Agency, The World Bank Group, June 2016, P. 6

³ www.sfd-yemen.org

⁴ www.pwpyemen.org

bringing the total project fund to US\$ 300 million. The project is being implemented in all 22 governorates of Yemen with 34-month duration since September 2016 to June 2019.

The main objective of the project is to *provide short-term employment and access to select basic services to the most vulnerable; and preserve the implementation capacity of two service delivery programmes* SFD and PWP - who are Project IPs. It aims to mitigate the adverse impact of the current crisis on the Yemeni people by supporting their recovery efforts through a bottom-up approach using local systems and boosting the capacities of institutions to progressively resume and scale-up service delivery. The Project contributes to the *Economic Self Resilience and Recovery* component of the UNDP Yemen Programme, and seeks to achieve three key results: (i) Increasing short-term employment and livelihoods opportunities; (ii) Reviving the local private sector; and (iii) Restoring key service delivery through small-scale infrastructure. To realize these results, the Project works through four inter-related outputs: (1) Communities benefit from short-term income generation and youth have enhanced skills and employment opportunities; (2) Communities benefit from restored socio-economic community assets; (3) Financial service providers and Micro, Small, and Medium Enterprises (MSMEs) are able to sustain and scale up their business operations; and (4) Oversight, reporting and quality assurance of the project ensured.

The project is implementing small, fast-disbursing interventions that serve as a rapid response, providing households and communities affected by the conflict with income support (as wages) to purchase basic necessities. These short-term interventions are also delivering benefits to the wider community by creating community assets, small infrastructure, and improved access to basic service delivery, as well as restoring livelihoods. The project adopts a community-based approach, which brings communities together around common humanitarian and development initiatives and hence promotes social cohesion and the protection of human capital. The project gives special attention to youth and, as an important peace dividend, provides them with income and participation opportunities, and includes design features that ensure women's access to project opportunities. Targets for engagement of youth, women and displaced are 35%, 30%, and 15% respectively. Finally, the project finances the operating cost of the SFD and PWP to ensure continuation of their core staff and operational capacity.

Objectives for RFP:

This Request for Proposals (RFP) is for the provision of conducting final evaluation of World Bank funded YECRP project under the overall guidance and supervision of an international lead consultant. To accomplish the final evaluation successfully, UNDP seeks to contract a national M&E consulting firm to assist UNDP assigned international lead consultant in accurately capturing, verifying, and cataloguing data and information on various focused areas of evaluation. In particular, the M&E consulting firm will be an essential to gather required data and information from sample targeted sub-project sites implemented in different governorates of Yemen. The consulting firm will support the UNDP assigned international lead consultant to conduct desk review, stakeholder analysis, various stakeholder consultations, direct questionnaire survey with various stakeholders including direct beneficiaries and communities at sample sub-project sites. The national consulting firm will also assist for drafting and finalizing the evaluation report with all required support.

Scope of Services, Expected Outputs and Target Completion

The key purpose of the evaluation is to assess the performance and achievement of the ECRP in achieving its intended results, their effectiveness, and internal and external factors affecting on its outcomes. This evaluation is intended to reveal the nature of the change that has taken place in the lives and livelihoods of beneficiaries and communities, and to determine its significance on the Yemeni households and communities to better cope with the impact of the current crisis and be active participants in the resilience-building and recovery efforts. The evaluation will produce

substantive evidence-based knowledge by identifying good practices and lessons learned from intended and unintended impact of the emergency crisis response initiative and on resilience-building. The evaluation findings and results will be extremely useful to enable any adjustment/redirection that may be necessary for future UNDP emergency crisis response interventions and its implementing partners as well as donors' initiative.

The principal objectives of the evaluation are to ascertain the relevance, efficiency, effectiveness and sustainability of ECRP support interventions on well-being of most vulnerable households and communities in Yemen; and provide actionable recommendations on UNDP and its Partners' implementation strategies, policies, approaches and activities on ECRP interventions. The specific objectives of the evaluation are;

- To assess the relevance and flexibility of ECRP interventions from the point of view of direct beneficiaries and their families as well as communities etc in addressing their needs.
- To assess the efficiency of the implementation process of the ECRP interventions, and to assess the cost of the interventions as compared to the cost being incurred by other similar interventions which are not supported by UNDP with in Yemen.
- To assess the effectiveness of the implementation process of the ECRP interventions and to measure if the project achieved planned outcomes and outputs with regard to well-being of vulnerable households and communities; to assess the intended and unintended changes on the lives and livelihoods of beneficiaries and its communities, to determine how well the response addressed the priority problems of Yemeni vulnerable households and communities, and also to assess the quality of the various services provided by implementing partners at the different aspects of the ECRP interventions.
- To assess the sustainability of the results of the response in the absence of ongoing ECRP support, by identifying the degree to which the ECRP intervention has built on existing local capacities, coping mechanism and resilience-building, and has a potential exit strategy that builds on local ownership and capacities.
- To assess the extent of coverage of ECRP support interventions in relations to the needs and demands of such support services in different areas of Yemen – both in terms of geographic coverage (district, governorate, southern and northern), and levels of various community groups including women, youth, IDPs etc.
- To assess the effectiveness of the coordination at all levels of stakeholders starting from donors to implementing partners including UNDP as well as local authorities and communities.
- To assess the quality of ECRP interventions in relation to the quality benchmarks of humanitarian responses in crisis settings including gender mainstreaming principles.
- To assess the coherence of ECRP support intervention with the UNDP developed Yemen Resilience Programme (YRP) framework and UN Humanitarian Response Plan/Framework for Yemen.
- To assess the appropriateness and social acceptability of the approach as implemented in ECRP targeted areas and to determine beneficiary and communities/stakeholder perceptions of the overall response, especially women, youth, IDPs, etc.
- Assessing the extent to which the project implemented partners (SFD and PWP) and supported national and/or sub-national institutions have improved institutional capacities to lead and coordinate the humanitarian activities and/or emergency crisis response support especially in the areas of planning, implementation, and monitoring.
- To document main lessons learnt and propose recommendations to deliver similar interventions in similar crisis settings and context aimed at building-resilience in a more effective and efficient way. Lessons learned to be captured in the areas of strengths and/ weaknesses in preparation, design and implementation that affected both positively and negatively on performance, outcome and impact.

The evaluation will focus on the interventions being implemented by UNDP and its implementing partners in all 22 governorates of Yemen. Since its inception in September 2016 to June 2018, a total of 2,006 sub-projects worth US\$ 252 million had been identified, which represents around 98 percent of the total subprojects allocation. The sub-projects consisted of 797 in Cash-for-Work (CfW) and 1,209 in community small infrastructure rehabilitation initiatives. Out of which, 838 were completed (130 CfW and 708 community infrastructure) and 994 under implementation (610 CfW⁵ and 384 community infrastructure rehabilitation) while 174 subprojects are just waiting to start its implementation in the targeted communities.

The project supported 228,057 direct beneficiaries through wage employment and created 5,391,577 working days. Over 1,415,051 community members benefited⁶ from access to community assets/services supported by the ECRP in 315 targeted districts under all 22 governorates of Yemen. IDPs and returnees constituted approximately 31 percent of wage employment beneficiaries through community assets rehabilitation, and 13 percent in the CfW sub-projects. Among the direct beneficiaries in CfW, women constituted 31 percent and youth 47 percent. The completed sub-projects also developed 378,615 cubic meters of water reservoirs, improved 172 kilometres of roads, repaired 5,721 hectares of agriculture terraces and rehabilitated 1,527 school classrooms. Moreover, 5,300 youth (79 percent females) were employed in Cash-for-Social Services (CfSS) and 115,153 women and children benefited from nutrition services with cash assistance. The CfSS interventions, concerned with youth-led community initiatives, secured social work opportunities for 2,144 youth (half of them females); mobilized 1,820 Village Community Councils (VCCs); and financed 751 youth-led community initiatives. The target nine Micro-Finance Institutions (MFIs) were all supported with financial grants, which indirectly supported 9,895 SME clients and provided direct funds to 2,350 SMEs. Furthermore, 3,409 farmers, fishermen and livestock received grants and created 37,822 additional jobs.

The evaluation team will be provided with a mapping of all ECRP supported interventions implemented by both SFD and PWP in all 22 governorates of Yemen. Moreover, the team will also receive copies of all the relevant documents including project document, LoA, progress reports, field visit reports, TPM reports, etc. While all stakeholders are important, special emphasis will be placed on ensuring that most vulnerable community people who are direct beneficiaries of the interventions are heard, enabled to communicate their priorities and needs, and participate in the evaluation process. Other stakeholders whose participation will be important to assess the impact of the response include both direct and indirect support and service recipients from ECRP supported interventions. Local community leaders, volunteers (both male and female) working with the response, members of community committees, religious leaders/Sheakh, youth and social workers will also be consulted in assessing the impact of the response.

The evaluation criteria help focuses evaluation objectives by defining the standards against the initiative will be evaluated. The evaluation criteria to be used will be the standards OECD-DAC⁷

⁵ SFD reported that out of the 610 subprojects there are 344 worth \$54 million with over 90% physical progress and will shortly be cleared to classify as completed.

⁶ A calculation methodology was prepared in consultation with both implementing partners (SFD & PWP) to measure community beneficiary who are getting benefit from project supported/rehabilitated community infrastructure. Calculation methodology have been specified for specific types of interventions such as for school rehabilitation sub-project, community water harvesting sub-project, etc. The details calculation methodology is available in the following link: https://drive.google.com/drive/folders/0B3_8Ry5KlrlecnlhaURIREpDUFE

⁷ UNDP evaluations generally apply OECD, 'DAC Criteria for Evaluating Development Assistance', Development Assistance Committee. Available at: http://www.oecd.org/document/22/0,2340,en_2649_34435_2086550_1_1_1_1,00.html

covering relevance, efficiency, effectiveness, impact and sustainability. Furthermore, specific gender equality, humanitarian response standards and evaluation criteria which address coverage, coordination, coherence, appropriateness, and quality will also be used. Some of the key questions under each objective are below. These are just the broad questions and a more detailed sub set of questions would be discussed in evaluation inception report.

Relevance and flexibility:

- How appropriate and aligned the ECRP interventions are with regards to the overall needs as expressed in the UNDP developed Yemen Resilience Programme (YRP) framework and UN Humanitarian Response Plan for Yemen?
 - How are the response purpose and overall objectives consistent with and supportive of needs and demands for humanitarian emergency support in Yemen?
 - Were the interventions under the response of all vulnerable community groups, youth and gender appropriate?
 - To what degree were the response intervention culturally and socially appropriate?
- What are the socio-cultural barriers to the approach adopted by UNDP and its partners in delivering ECRP, and how has UNDP and partners worked to identify and address these barriers?
- To what extent have UNDP and its partners integrated broader community resilience and recovery issues into the design and implementation of its interventions?
- To what extent the project articulated the objectives related to positive changes in lives and livelihoods of targeted beneficiary, their family and community?
 - Were clear needs defined with respect to required 'levels' of support?
 - To what extent were potential beneficiaries involved in the identification and selection of the intervention?
- To what extent the project has reached all targeted geographical areas?
 - Have potentially vulnerable or marginalized beneficiaries and communities been reached?
 - Have the needs and capacities of different community groups been appropriately addressed?

Efficiency:

- To what extent the project management/governance and coordination was efficient to the results attained?
- To what extent did the actual or expected outcomes justify the costs incurred?
 - Have the resources been spent as efficiently as possible?
- To what extent did the response activities/interventions overlap and duplicate with other similar interventions at the same targeted areas?

Effectiveness:

- To what extent the stated project outcomes have been achieved? What were the achievements in terms of improving the livelihood of targeted most vulnerable beneficiary and community, both intended and unplanned?
 - To what extent the response M&E framework and processes were adequate to measure response outputs, outcomes, and impact? Were expected results clearly stated and measurable through identifiable indicators?
 - What factors contributed to success or failure with regard to targeted changes?
 - What lasting changes in terms of attribution can be identified in the lives and livelihoods of individual beneficiary, households, and communities?
- What difference has come about for beneficiaries in terms of skills and knowledge, individual and social well-being?

- How extensive, effective, and efficient is the transfer of knowledge and intervention approaches to targeted communities and local authorities?
- Extent to which the UNDP and its partners worked together towards the common goal of improved resilience and recovery capacity of most vulnerable households and communities to cope with the current crisis? What were the coordination mechanisms, and did they help?
 - Have UNDP and partners developed common strategies and approaches, based on existing minimum standards and guidelines?
 - Have UNDP and partners effectively and jointly identified and addressed gaps and challenges in implementing interventions?
- To what extent has the implementing partners' collaboration promoted good working relationships with the government local administration to collaborate on community development issues?
- Did the response contribute to emergency support to women and girls of different ages by ensuring their participation of interventions as direct and indirect beneficiaries?
- To what extent and how have UNDP and partners contributed directly and indirectly towards identifying, highlighting and addressing needs and demands of targeted vulnerable women and girls?

Sustainability:

- To what extent did the response identify and build national and local level capacities and positive coping mechanisms?
- To what extent the response achievements will be sustained after the withdrawal of ECRP support?
 - How best to sustain the achievement of the response?
- What new capacities within services or communities have been established or restored?
 - To what extent these capacities and skills are being actively used in continuing improved basic services to communities?
- To what extent have the ECRP decision making bodies (World Bank, UNDP) and implementing partners undertaken the necessary decisions and course of actions to ensure the sustainability of the ECRP interventions?
- Extent to which the ministry and local government authority have sufficient management capacity and resources to sustain the benefits produced by the project.
 - How have UNDP and partners ensured community ownership of the response?

Evaluation Approach and Methodology: In view of the complex situation and nature and diversified of ECRP interventions, the evaluation will seek to obtain data from a range of sources, including through desk reviews and document analyses, surveys and questionnaires, as well as stakeholder consultations, interviews and focus groups at different relevant levels. The rationale for using a range of data sources (data, perceptions, evidence) is to triangulate findings in a situation where much of the data are both quantitative and qualitative nature, and its interpretation thus critically dependent on the evaluators' judgment. Triangulation provides an important tool in shoring up evidence by using different data sources to inform the analysis of specific issues. Where possible and appropriate, the evaluation should seek to obtain evidence as to what may or may not have occurred in the absence of ECRP interventions.

In launching the evaluation, an important, initial exercise will be to review all relevant ECRP documents. This review will assist in (i) determining the availability of data on which to base the evaluation, (ii) obtaining a better understanding of the overall interventions of ECRP project, as well as trends in implementation over the past two years, (iii) developing operational categories for the evaluation, and (iv) defining a sampling methodology for case studies.

The evaluation will look at the ECRP Theory of Change, taking into account (i) the implementation strategic or policy and approaches (ii) expected outputs, outcomes and impacts as defined in the project document (iii) any strategic or operational changes introduced during the implementation processes and (iv) important and apparent targets/milestones and achievements as outlined in project document and progress reports. The logic model will serve to highlight the theory of change underpinning ECRP interventions and will assist in defining the evaluation methodology.

Case Study Approach: The broad scope of the evaluation will permit the selection of a number of case studies that could be considered a 'representative sample' of ECRP initiatives. Therefore, based on the nature and diversified of ECRP interventions, a number of areas to be identified, taking into account a range of intervention scenarios or types and geographical locations, types of beneficiaries (male/female/youth/IDPs and returnees), including, e.g. cash-for-work; cash-for-social-service for education, nutrition, youth; improved basic services etc.

Stakeholder analysis: An important initial exercise will be the conduct of a stakeholder analysis in order to identify, inter alia, the institutional entities and individuals involved in planning, management and implementation of ECRP interventions.

Documentation reviews: Due to the very broad scope of ECRP interventions, relevant documents and reports to be reviewed. Some may be the subject of only a general review while others will be subjected to detailed review. Some of the key sources of information will comprise (i) project documents and results frameworks, monitoring, evaluation and financial reports, including TPM, as well as key project outputs (ii) partnerships and LOA with both SFD and PWP.

Consultations and interviews: The main source of information will be through structured, semi-structured and unstructured interviews and consultations with all levels of stakeholders starting from targeted individual beneficiary to senior management of implementing partners. The results of these consultations and interviews are to be documented for internal team analysis. Structured interview methods are also to be used for other consultations. In some cases, focus group discussions to be held to capture the dynamic of information sharing and debate, and to enrich the findings. In other cases, interviews will be carried out by telephone or tele/video conference.

Stakeholder Consultation: Stakeholders will be consulted during different phases of the evaluation in order to (i) ensure an adequate understanding of the nature of ECRP interventions in general terms, as well as in different circumstances, (ii) validate the overall evaluation approach, (iii) ensure that the evaluation report is factually correct and contains no errors of interpretation, and (iv) facilitate the formulation of conclusions and recommendations that are relevant and utilization-focused.

The list above is for reference only. The evaluation team should propose a design-based tools and methods, while ensuring that this design suits the specific objectives of this context and evaluation of ECRP interventions. However, final decisions about the specific design and methods for the evaluation will be emerged from consultations among the programme unit, the evaluators, and key stakeholders especially both SFD and PWP about what is appropriate and feasible to meet the evaluation purpose and objectives and answer the evaluation questions, given limitations of budget, time, extant data and security situation as well.

C. Deliverables/reporting requirements: The evaluation team is responsible to submit the following deliverables:

- I. **Detailed Inception Report:** This report should be in line with UNDP evaluation standards for inception report. The inception report should outline detailed scope, evaluation framework; methodology; sampling, field visit timing, data collection methods, timeline for activities and submission of deliverables. The inception report should also include initial data and findings based on the documentary review and final evaluation design/plan. This report will be used as an initial point of agreement and understanding between the evaluation team and UNDP Team. A draft will be shared in advance for comments and approved by UNDP Team. Final inception report to be shared with World Bank Team, if needed.
- II. **Draft Final Report:** The draft final report will be in line with UNDP adapted evaluation report standards and contain the same sections as the final report (described in the next paragraph) and will be 50-60 pages in length (excluding annexes). It will also contain an executive summary of no more than 5 pages that includes a brief description of the project, its context and current situation, the purpose of the evaluation, its methodology and its main findings, conclusions and recommendations. The draft final report will be shared with the UNDP Team to seek comments and suggestions.
- III. **Final Evaluation Report:** The final report will explicitly address all comments and feedback on draft evaluation report provided by UNDP team and implementing partners. The final report will be 50 to 60 pages in length. It will also contain an executive summary of no more than 5 pages that includes a brief description of the programme, its context and current situation, the purpose of the evaluation, its methodology and its major findings, conclusions and recommendations. The final report will be sent to the UNDP Team for further review and quality assurance. The evaluation report should systematically answer the key evaluation questions posed. It should fairly and clearly represent the views of the different actors/stakeholders. It should clearly give the conclusions and recommends in a way that is substantiated by evidence.
- IV. **Evaluation brief and other knowledge products,** if required to be developed by the evaluation team and submitted to UNDP Team.

A tentative time frame for the evaluation is provided below. The evaluation is expected to be completed by 45 work days within three months. This might be subject to change depending on the prevailing situation on ground at the time of the evaluation. However, the evaluation team should propose a timeline to submit the deliverables in their proposals. Necessary and adequate time (at least two weeks) should be allocated for review and quality assurance processes of the deliverables by the UNDP Team and Partners.

Deliverable/Activity	Indicated Timeframe/Duration	Payment terms/ Percentage from the total amount of the contract %	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
Inception Report:	10 days	15%	ERRU Team Leader
A detailed inception report describing initial findings based on the comprehensive documentation review, the evaluation methodology, detailed work plan, the outline of the final report in addition to the inception report.			
Data collection by applying all tools and methods agreed in inception report	15 days	50%	ERRU Team Leader

Preliminary discussions with UNDP Team and partners (SFD and PWP) on project approach, theories, and activities of the project			
Collection of all required data for the evaluation by adapting tools, methods and field work including FGDs, interviews etc.			
Data analysis, interpretation and writing a draft evaluation report	10 days		
A draft evaluation report to be prepared based on collected data and information			
Final evaluation report	10 days		
Incorporation of comments and feedback on draft evaluation report provided by UNDP Team and implementing partners		35%	ERRU Team Leader
De-briefing on final draft evaluation report to all stakeholders			
Preparation of final draft to submit to the World Bank Team			
Validation of the final draft, incorporation of validation comments and preparation and submission of final report			
Final evaluation report along with all collected data and information to be submitted to UNDP Team			
Total	45 days	100%	

D. Institutional Arrangements:

ECRP Project Management takes the accountability of the final evaluation and Project Manager as supervisor for this evaluation. Managerial function for this evaluation will be done jointly by the Monitoring and Evaluation Specialist and Officer.

- a) ECRP Project Management: The Project Manager with the support of M&E Specialist and National M&E Officer, and Information Management Officer will have the following responsibilities:
- Lead the management of the evaluation process throughout the evaluation (design, implementation and dissemination and coordination of its follow up)
 - Coordinate the selection and recruitment of the evaluation team by making sure the necessary procurement processes and contractual arrangements required to hire the evaluation team
 - Facilitate the participation of those involved in the evaluation design
 - Safeguard the independence of the exercise and ensure the evaluation products meet quality standards
 - Connect the evaluation team with the programme unit, senior management and key evaluation stakeholders, and ensure a fully inclusive and transparent approach to the evaluation

- Facilitating the evaluation team's access to all information and documentation relevant to the intervention, as well as to key actors and informants who should participate in interviews, focus groups or other information-gathering methods
 - Provide the evaluators with overall guidance as well as with administrative support
 - Oversee progress and conduct of the evaluation, the quality of the process and the products
 - Approve the deliverables and evaluate the consultant's/team's work in consultation with Team Leader and will process the payments after submission of the deliverables that respond to the quality standards
 - Disseminate the results of the evaluation
- b) Economic Resilience and Recovery Unit (ERRU): Team Leader with the support of the Deputy Team Leader and Programme Analyst will have the following responsibilities:
- Provide clear specific technical and programmatic advice and support to the project manager and the evaluation team throughout the whole evaluation process
 - Review the ToR, inception report and draft evaluation report and ensure final draft meets the UNDP adapted evaluation quality and standards
 - Review and provide management response with comments and feedback on the quality of the evaluation process as well as on the evaluation products (comments and suggestions on the TOR, draft reports, final report of the evaluation).
- c) The national consulting firm will report to Team Leader and conduct the evaluation by:
- Fulfilling the contractual arrangements in line with the TOR, UNDP norms and standards and ethical guidelines; this includes assisting international lead consultant developing an evaluation plan as part of the inception report, drafting and finalizing the final report and other deliverables, and briefing the ERRU on the progress and key findings and recommendations, as needed. The national consulting firm will work in close collaboration and overall guidance and supervision of international lead consultant for the evaluation.

E. Duration of Work

The duration of the assignment will be totally 45 work days to be accomplished by maximum three months from tentatively 1st February – 30th April 2019. It is expected the national consulting firm will provide all necessary M&E technical support to conduct final evaluation of YECRP. UNDP will review all draft reports for the purposes of oversight and quality assurance. Delays in reporting will have serious consequences for future project preparation and may have further consequences in terms of future planning of the project's donors.

F. Location of Work:

Sample Target area within Yemen. The national consulting firm should have adequate arrangement and capacity to get access to all accessible areas of Yemen in order to conduct required field survey and local consultations to gather necessary data and information to accomplish the evaluation. In this regard, it is expected that evaluation activities will be implemented by the identified responsible national consulting firm in identified sample target locations across Yemen in areas which are relatively secure. It is estimated that currently approximately 70% of districts are accessible. The contracted national consulting firm will be required to report back to UNDP on a regular basis as well as to immediately report access and other issues that may require urgent attention from UNDP management.

G. Qualifications of the Successful National Consulting Firm/Service Provider at Various Levels

- i. **Demonstrated monitoring and evaluation expertise:** It is required that qualified firm will be able to demonstrate that they have extensive recent experience in undertaking large scale multi-sectoral program monitoring, evaluation and quality assurance across Yemen, including infrastructure and community-based development projects.
- ii. The focus of the assignment will be on various aspects of evaluation including technical quality assurance in accordance with established and agreed upon standards, as well as the immediate impact of the interventions. The selected firm should have necessary **capacity to conduct all agreed field survey, local consultations, reviewing the quality of the work (buildings, roads, water and sanitation etc.)** to ensure they are constructed in accordance with agreements as well as perception of local communities in terms of quality, quantity and benefits/impacts of interventions. The selected firm should be able to showcase solid experiences within this area in the evaluation report to be highlighted as case/success stories.
- iii. In addition to demonstrating its experience with large scale program monitoring and evaluation, it will be important for the successful firm to attest that a previous or existing client has found its work within this particular area satisfying.
- iv. The selected firm should be able to clearly demonstrate their familiarity with working in Yemen, including both a solid understanding of the context as well as a well-established capacity to operate efficiently in the current conflict environment.
- v. **Ability to mobilize rapidly a project team with appropriate qualifications:** Qualified firms must be able to verifiably demonstrate an ability to rapidly begin high-quality monitoring and evaluation in Yemen. To this end, qualified firms must have **in place on the ground in Yemen, an established program of activities and a project team that would be capable of starting work immediately on the UNDP project evaluation.**
- vi. In addition to a solid management team, the selected firm should have in place or be able to rapidly draw on a network of staff, preferably local, that can quickly be mobilized to perform sub-project site visits simultaneously across Yemen to be able to cover the number of sub-project sites within the period of evaluation. Qualified personnel should have **established experience in performing sub-project site visits and verification in remote and insecure areas in a manner that takes the security constraints into consideration.** The team shall also include local staff with social/communication skills to be able to get feedback from the beneficiaries.
- vii. **Security:** The successful firm should be able to demonstrate experience managing the security environment in Yemen. Moreover, the selected firm should have a clear strategy in place for how to send staff to the field to monitor projects in both remote and insecure areas in a manner that minimizes the risk to the staff. It is key that firms demonstrate a solid understanding of the realities on the ground in Yemen and how to operate within the security constraints, mitigating the inherent risks.
- viii. Parts of the region in which the assignment is to be carried out are insecure and there is a need for Consultants to respect the travel advisories, if any, issued by their home governments and restrictions imposed by the Government of Yemen's security agencies. As such, the consultants should include a statement of how they would work around these limitations specifically for foreign nationals on the team who shall and must visit sites where project components are being implemented.
- ix. **Database and mapping capabilities:** Qualified firms will have experience and in-house expertise in using **geo-spatial databases** that can help to map the scope of ongoing and completed YECRP interventions. Other critical IT capacities include the use of GPS-enabled cameras. How such use of technology, to monitor activities, will be used should be included in the methodology part of the proposal.
- x. The collected data should be gathered and populated in an easily accessible, user-friendly and secure database to be shared with the UNDP for monitoring and planning purposes.

xi. Proposed Staff and their Credentials:

Qualification of Team Leader under national consulting firm:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 10 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being related to emergency crisis response support in any war/conflict country. Provision of sample work is required.
- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.
- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

Qualification of Senior National Expert:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 7 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being related to emergency crisis response support in any war/conflict country. Provision of sample work is required.
- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.
- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

Qualification of Junior National Expert:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 5 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being related to emergency crisis response support in any war/conflict country. Provision of sample work is required.
- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.

- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

H. Scope of Proposal, Price and Schedule of Payments

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The financial proposal will include a breakdown of this lump sum amount. Payment will be made within 30 days of receipt of invoice, and the submission of a final evaluation report.

The identified national consulting firm shall provide all the resources, facilities, equipment, vehicles and everything else necessary to carry out the tasks required under these services and to satisfactorily achieve the objectives of these services. The cost of providing all such facilities, resources, vehicles and equipment etc. shall be identified individually in the consulting firm's financial proposal.

Section 5: TERMS OF REFERENCE

For Contracting a National Firm

Project Final Evaluation

Ref: RFP-YEM-07-2019

Eligibility: Only National Firms can participate

A. Project Title: Yemen Emergency Crisis Response Project YECRP- USAID

B. Project Description

The humanitarian crisis in Yemen has reached unprecedented levels of need with three-quarters of the population requiring some form of basic assistance to survive. The figures of the crisis are staggering and near-impossible to grasp while 22.2 million in need of assistance, 8.4 million people severely food insecure, and a further 10 million that could fall under the same category by the end of this year. In addition, more than 1.1 million cases of acute watery diarrhoea or cholera have been reported since April 2017. Almost 2 million of Yemeni are now internally displaced persons who have been forced to flee their homes. Hundreds of thousands of families no longer have a regular source of income – including teachers, health workers, water and sanitation workers and other public servants. They have not been paid a regular salary in two years¹.

The economic impact of the crisis has been devastating for Yemen, aggravating an already deteriorating pre-conflict economic performance. Prior to the recent conflict, Yemen was already the poorest country in the Arab region suffering from weak human development outcomes compounded with a high population growth, repeated local conflicts, chronic food insecurity and uncertain political transition. With the violent armed conflict that started in 2015, economic indicators have plummeted further. The World Bank estimates that the poverty level has doubled nationally from an average of 34.1 to 62 percent.² Given this context, interventions in Yemen should cater on the one hand to addressing immediate needs –leveraging and enhancing endogenous support mechanisms to populations at-risk- and on the other hand for the need to maintain the existing capacities and mechanisms at local and national level to maintain the foundation for future reconstruction and recovery.

The Emergency Crisis Response Project (ECRP) under USAID grant aims to mitigate the impact of the current crisis on local households and communities and assist their recovery from the bottom-up using local systems, capacities and institutions to progressively resume and scale-up service delivery. The project will achieve specific results in: 1) Increasing sustainable employment and livelihoods opportunities, including health and education; 2) Reviving the agricultural sector through support to key value chains. As such, the project contributes to the livelihoods restoration and service delivery restoration components of UNDP's Yemen Resilience Programme. The Project's Theory of Change assumes that if income-generation and livelihoods opportunities are increased for youth and women (including IDPs), Yemeni households and communities will be able to better cope with the impact of the current crisis and be strong drivers of the resilience-building and recovery efforts. The project has the following four components: (i) Women and youth have

¹ <http://www.un.org/News/>

² Country Engagement Note for the Republic of Yemen for the Period FY17-FY18, The International Development Association, International Finance Corporation and Multilateral Investment Guarantee Agency, The World Bank Group, June 2016, P. 6

enhanced skills to be employed in education; (ii) Community mid-wives and paramedics have enhanced capacities to provide good quality private health services; (iii) Fishermen, coffee, and crop farmers are enabled to expand their production through the development of the value chain, usage of modern inputs and improved practices; and (iv) Oversight, reporting and quality assurance of project ensured.

Objectives for RFP:

This Request for Proposals (RFP) is for the provision of conducting final evaluation of the YECRP project funded by USAID under the overall guidance and supervision of an international lead consultant. To accomplish the final evaluation successfully, UNDP seeks to contract a national M&E consulting firm to assist UNDP assigned international lead consultant in accurately capturing, verifying, and cataloguing data and information on various focused areas of evaluation. In particular, the M&E consulting firm will be an essential to gather required data and information from sample targeted sub-project sites implemented in different governorates of Yemen. The consulting firm will support the UNDP assigned international lead consultant to conduct desk review, stakeholder analysis, various stakeholder consultations, direct questionnaire survey with various stakeholders including direct beneficiaries and communities at sample sub-project sites. The national consulting firm will also assist for drafting and finalizing the evaluation report with all required support.

Scope of Services, Expected Outputs and Target Completion:

The key purpose of the evaluation is to assess the performance and achievement of the ECRP in achieving its intended results, their effectiveness, and internal and external factors affecting its outcomes. This evaluation is intended to reveal the nature of the change that has taken place in the lives and livelihoods of beneficiaries and communities, and to determine its significance on the Yemeni households and communities to better cope with the impact of the current crisis and be active participants in the resilience-building and recovery efforts. The evaluation will produce substantive evidence-based knowledge by identifying good practices and lessons learned from intended and unintended impact of the emergency crisis response initiative and on resilience-building. The evaluation findings and results will be extremely useful to enable any adjustment/redirection that may be necessary for future UNDP emergency crisis response interventions and its implementing partners as well as donors' initiative.

The principal objectives of the evaluation are to ascertain the relevance, efficiency, effectiveness and sustainability of ECRP support interventions on well-being of most vulnerable households and communities in Yemen; and provide actionable recommendations on UNDP and its Partners' implementation strategies, policies, approaches and activities on ECRP interventions. The specific objectives of the evaluation are;

- To assess the relevance and flexibility of ECRP interventions from the point of view of direct beneficiaries and their families as well as communities etc in addressing their needs.
- To assess the efficiency of the implementation process of the ECRP interventions, and to assess the cost of the interventions as compared to the cost being incurred by other similar interventions which are not supported by UNDP in Yemen.
- To assess the effectiveness of the implementation process of the ECRP interventions and to measure if the project has achieved planned outcomes and outputs with regard to the well-being of vulnerable households and communities; to assess the intended and unintended changes on the lives and livelihoods of the target beneficiaries and communities; to determine how well the response addressed the priority problems of Yemeni vulnerable households and communities; and, also to assess the quality of the various services provided by implementing partners at the different aspects of the ECRP interventions.
- To assess the sustainability of the results of the response in the absence of ongoing ECRP support, by identifying the degree to which the ECRP intervention has built on existing local

capacities, coping mechanisms and resilience-building, and has a potential exit strategy that builds on local ownership and capacities.

- To assess the extent of coverage of ECRP support interventions in relation to the needs and demands of such support services in different areas of Yemen – both in terms of geographic coverage (district, governorate, southern and northern), and levels of various community groups including women, youth, IDPs etc.
- To assess the effectiveness of the coordination at all levels of stakeholders starting from donors to implementing partners including UNDP as well as local authorities and communities.
- To assess the quality of ECRP interventions in relation to the quality benchmarks of humanitarian responses in crisis settings including gender mainstreaming, conflict sensitivity principles and grievance mechanism.
- To assess the coherence of ECRP support intervention with the UNDP developed Yemen Resilience Programme (YRP) framework and UN Humanitarian Response Plan/Framework for Yemen.
- To assess the appropriateness and social acceptability of the approach as implemented in ECRP targeted areas and to determine beneficiary and communities/stakeholder perceptions of the overall response, especially women, youth, IDPs, etc.
- To assess the extent to which the project implementing partner (SFD) and supported national and/or sub-national institutions have improved institutional capacities to lead and coordinate the humanitarian activities and/or emergency crisis response support especially in the areas of planning, implementation, and monitoring.
- To document main lessons learnt and propose recommendations to deliver similar interventions in similar crisis settings and context aimed at building-resilience in a more effective and efficient way. Lessons learned to be captured in the areas of strengths and/weaknesses in preparation, design and implementation that affected both positively and negatively on performance, outcome and impact.

The evaluation will focus on the interventions being implemented by UNDP and its implementing partner, SFD, in 15 governorates of Yemen. From its inception in September 2016 until September 2018, a total of 15,904 vulnerable community members benefited from emergency jobs. Under the first component (Women and youth have enhanced skills to be employed in education), the Project has reached 5,216 direct beneficiaries with teacher training (78 percent of total target). Moreover, 9,590 students benefited from improved teaching skills, with female students representing 48 percent.

In the second component, sub-component 2.1 (Community mid-wives and paramedics have enhanced capacities to provide good quality private health services), the project has reached 1,430 direct beneficiaries (125 percent of the total target), with women representing 59 percent of the beneficiaries. This was achieved through training of community mid-wives in community-based maternal and new-born healthcare; health staff training in health management; and nurses and mid-wives training in premature and neonatal care services.

Under sub-component 2.2 (SMEs engaged in private health care provision effectively respond to health service needs), the project has reached 105 percent of target for selection of SMEs and lead firms and training of their staff on business planning and business continuity (386 achieved vs 369 planned). In addition, 282 SMEs out of the target 329 SMEs received grants to improve the quality of their services. Moreover, six lead medical firms have received grants.

In the third component, sub-component 3.1 (Fishers, coffee, and crop farmers are enabled to expand their production through the development of the value chain, usage of modern inputs and

improved practices), effort was made to ensure availability of modern farming and fishing technology has been introduced to the target fishermen and farmers, along with capacity building. The project provided training of trainers (ToTs) who in turn trained fishermen, coffee farmers and farmers in technologies such as fish finding, GPS locating, coffee roasting and cupping, and solar energy. A total number of 2,264 people received training under this sub-component. Moreover, 484 fishermen, coffee farmers and farmers received business sustainability support grants. This sub-component was completed by the end of September 2018.

Sub-component 3.2: (Supported SMEs benefit from enhanced financial services provided by Microfinance Institutions (MFIs)). Under this output, 513 clients received support from on-lending operations by supported MFIs, and four instead of three new MFIs operational branches opened for rural financing and agricultural products. Three MFIs were provided with sub-grants to expand their operational outreach to new locations, especially in rural areas with new rural financing and agriculture products. The project has also supported six MFIs with in kind grants to strengthen security and client data protection systems.

The evaluation team will be provided with a mapping of all ECRP USAID grant supported interventions implemented by SFD in all 15 governorates of Yemen. Moreover, the team will also receive copies of all the relevant documents including project document, LoA, progress reports, field visit reports, TPM reports, etc. While all stakeholders are important, special emphasis will be placed on ensuring that most vulnerable community people who are direct beneficiaries of the interventions are heard, enabled to communicate their priorities and needs, and participate in the evaluation process. Other stakeholders whose participation will be important to assess the impact of the response include both direct and indirect support and service recipients from ECRP supported interventions. Local community leaders, volunteers (both male and female) working with the response, members of community committees, religious leaders/Sheikhs, youth and social workers will also be consulted in assessing the impact of the response.

The evaluation criteria help focuses the evaluation objectives by defining the standards against the initiative that will be evaluated. The evaluation criteria to be used will be the standards OECD-DAC³ covering relevance, efficiency, effectiveness, impact and sustainability. Furthermore, specific gender equality, humanitarian response standards and evaluation criteria which address coverage, coordination, coherence, appropriateness, and quality will also be used. Some of the key questions under each objective are below. These are just the broad questions and a more detailed sub set of questions would be discussed in the evaluation inception report.

Relevance and flexibility:

- How appropriate and aligned the ECRP interventions are with regard to the overall needs as expressed in the UNDP developed Yemen Resilience Programme (YRP) framework and UN Humanitarian Response Plan for Yemen?
 - How are the response purpose and overall objectives consistent with and supportive of needs and demands for humanitarian emergency support in Yemen?
 - Were the interventions under the response of all vulnerable community groups, youth and gender appropriate?
 - To what degree were the response interventions culturally and socially appropriate?
- What are the socio-cultural barriers to the approach adopted by UNDP and its partner in delivering ECRP, and how has UNDP and its partner worked to identify and address these barriers?

³ UNDP evaluations generally apply OECD, 'DAC Criteria for Evaluating Development Assistance', Development Assistance Committee. Available at: http://www.oecd.org/document/22/0,2340,en_2649_34435_2086550_1_1_1_1,00.html

- To what extent have UNDP and its partner integrated broader community resilience and recovery issues into the design and implementation of its interventions?
- To what extent the project articulated the objectives related to positive changes in lives and livelihoods of targeted beneficiaries, their families and community?
 - Were clear needs defined with respect to required 'levels' of support?
 - To what extent were potential beneficiaries involved in the identification and selection of the interventions?
- To what extent has the project reached all targeted geographical areas?
 - Have potentially vulnerable or marginalized beneficiaries and communities been reached?
 - Have the needs and capacities of different community groups been appropriately addressed?

Efficiency:

- To what extent the project management/governance and coordination was efficient to the results attained?
- To what extent did the actual or expected outcomes justify the costs incurred?
 - Have the resources been spent as efficiently as possible?
- To what extent did the response activities/interventions overlap and duplicate with other similar interventions at the same targeted areas?

Effectiveness:

- To what extent the stated project outcomes have been achieved? What were the achievements in terms of improving the livelihood of targeted most vulnerable beneficiaries and community, both intended and unintended?
 - To what extent were the response M&E framework and processes adequate to measure response outputs, outcomes, and impact? Were expected results clearly stated and measurable through identifiable indicators?
 - What factors have contributed to the success or failure with regard to targeted changes?
 - What lasting changes in terms of attribution can be identified in the lives and livelihoods of individual beneficiaries, households, and communities?
- What difference has come about for beneficiaries in terms of skills and knowledge, individual and social well-being?
 - How extensive, effective, and efficient is the transfer of knowledge and intervention approaches to targeted communities and local authorities?
- To which extent have UNDP and its partners worked together towards the common goal of improved resilience and recovery capacity of most vulnerable households and communities to cope with the current crisis? What were the coordination mechanisms, and did they help?
 - Have UNDP and partners developed common strategies and approaches, based on existing minimum standards and guidelines?
 - Have UNDP and partners effectively and jointly identified and addressed gaps and challenges in implementing interventions?
- To what extent has the implementing partners' collaboration promoted good working relationships with the government local administration to collaborate on community development issues?
- Did the response contribute to emergency support to women and girls of different ages by ensuring their participation of interventions as direct and indirect beneficiaries?
- To what extent and how have UNDP and partners contributed directly and indirectly towards identifying, highlighting and addressing needs and demands of targeted vulnerable women and girls?

Sustainability:

- To what extent did the response identify and build national and local level capacities and positive coping mechanisms?
- To what extent the response achievements will be sustained after the withdrawal of ECRP support?
 - How best to sustain the achievement of the response?
- What new capacities within services or communities have been established or restored?
 - To what extent these capacities and skills are being actively used in continuing improved basic services to communities?
- To what extent have the ECRP decision making bodies (USAID, UNDP) and implementing partners undertaken the necessary decisions and course of actions to ensure the sustainability of the ECRP interventions?
- Extent to which the ministry and local government authority have sufficient management capacity and resources to sustain the benefits produced by the project.
 - How have UNDP and partners ensured community ownership of the response?

Evaluation Approach and Methodology: In view of the complex situation and nature and diversified of ECRP interventions, the evaluation will seek to obtain data from a range of sources, including through desk reviews and document analyses, surveys and questionnaires, as well as stakeholder consultations, interviews and focus groups at different relevant levels. The rationale for using a range of data sources (data, perceptions, evidence) is to triangulate findings in a situation where much of the data are both quantitative and qualitative nature, and its interpretation thus critically dependent on the evaluators' judgment. Triangulation provides an important tool in shoring up evidence by using different data sources to inform the analysis of specific issues. Where possible and appropriate, the evaluation should seek to obtain evidence as to what may or may not have occurred in the absence of ECRP interventions.

In launching the evaluation, an important, initial exercise will be to review all relevant ECRP documents. This review will assist in (i) determining the availability of data on which to base the evaluation, (ii) obtaining a better understanding of the overall interventions of ECRP project, as well as trends in implementation over the past two years, (iii) developing operational categories for the evaluation, and (iv) defining a sampling methodology for case studies.

The evaluation will look at the ECRP Theory of Change, taking into account (i) the implementation strategic or policy and approaches (ii) expected outputs, outcomes and impacts as defined in the project document (iii) any strategic or operational changes introduced during the implementation processes and (iv) important and apparent targets/milestones and achievements as outlined in project document and progress reports. The logic model will serve to highlight the theory of change underpinning ECRP interventions and will assist in defining the evaluation methodology.

Case Study Approach: The broad scope of the evaluation will permit the selection of a number of case studies that could be considered a 'representative sample' of ECRP initiatives. Therefore, based on the nature and diversified of ECRP interventions, a number of areas to be identified, taking into account a range of intervention scenarios or types and geographical locations, types of beneficiaries (male/female/youth/IDPs and returnees), including, e.g. cash-for-work; cash-for-social-service for education, nutrition, youth; improved basic services etc.

Stakeholder analysis: An important initial exercise will be the conduct of a stakeholder analysis in order to identify, inter alia, the institutional entities and individuals involved in planning, management and implementation of ECRP interventions.

Documentation reviews: Due to the very broad scope of ECRP interventions, relevant documents and reports to be reviewed. Some may be the subject of only a general review while others will be subjected to detailed review. Some of the key sources of information will comprise (i) project documents and results frameworks, monitoring, evaluation and financial reports, including TPM, as well as key project outputs (ii) partnerships and LOA SFD.

Consultations and interviews: The main source of information will be through structured, semi-structured and unstructured interviews and consultations with all levels of stakeholders starting from targeted individual beneficiary to senior management of implementing partners. The results of these consultations and interviews are to be documented for internal team analysis. Structured interview methods are also to be used for other consultations. In some cases, focus group discussions to be held to capture the dynamic of information sharing and debate, and to enrich the findings. In other cases, interviews will be carried out by telephone or tele/video conference.

Stakeholder Consultation: Stakeholders will be consulted during different phases of the evaluation in order to (i) ensure an adequate understanding of the nature of ECRP interventions in general terms, as well as in different circumstances, (ii) validate the overall evaluation approach, (iii) ensure that the evaluation report is factually correct and contains no errors of interpretation, and (iv) facilitate the formulation of conclusions and recommendations that are relevant and utilization-focused.

The list above is for reference only. The evaluation team should propose a design-based tools and methods, while ensuring that this design suits the specific objectives of this context and evaluation of ECRP interventions. However, final decisions about the specific design and methods for the evaluation will be emerged from consultations among the programme unit, the evaluators, and key stakeholders especially SFD about what is appropriate and feasible to meet the evaluation purpose and objectives and answer the evaluation questions, given limitations of budget, time, extant data and security situation as well.

C. Deliverables/reporting requirements: The evaluation team is responsible to submit the following deliverables:

- I. **Detailed Inception Report:** This report should be in line with UNDP evaluation standards for inception report. The inception report should outline detailed scope, evaluation framework; methodology; sampling, field visit timing, data collection methods, timeline for activities and submission of deliverables. The inception report should also include initial data and findings based on the documentary review and final evaluation design/plan. This report will be used as an initial point of agreement and understanding between the evaluation team and UNDP Team. A draft will be shared in advance for comments and approved by UNDP Team. Final inception report to be shared with USAID Team, if needed.
- II. **Draft Final Report:** The draft final report will be in line with UNDP adapted evaluation report standards and contain the same sections as the final report (described in the next paragraph) and will be 50-60 pages in length (excluding annexes). It will also contain an executive summary of no more than 5 pages that includes a brief description of the project, its context and current situation, the purpose of the evaluation, its methodology and its main findings, conclusions and recommendations. The draft final report will be shared with the UNDP Team to seek comments and suggestions.
- III. **Final Evaluation Report:** The final report will explicitly address all comments and feedback on draft evaluation report provided by UNDP team and implementing partners. The final report will be 50 to 60 pages in length. It will also contain an executive summary of no more

than 5 pages that includes a brief description of the programme, its context and current situation, the purpose of the evaluation, its methodology and its major findings, conclusions and recommendations. The final report will be sent to the UNDP Team for further review and quality assurance. The evaluation report should systematically answer the key evaluation questions posed. It should fairly and clearly represent the views of the different actors/stakeholders. It should clearly give the conclusions and recommends in a way that is substantiated by evidence.

- IV. Evaluation brief and other knowledge products, if required to be developed by the evaluation team and submitted to UNDP Team.

A tentative time frame for the evaluation is provided below. The evaluation is expected to be completed by 30 work days within two months. This might be subject to change depending on the prevailing situation on ground at the time of the evaluation. However, the evaluation team should propose a timeline to submit the deliverables in their proposals. Necessary and adequate time (at least two weeks) should be allocated for review and quality assurance processes of the deliverables by the UNDP Team and Partners.

Deliverable/Activity	Indicated Timeframe/Duration	Payment terms/ Percentage from the total amount of the contract %	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
Inception Report:	8 days	15%	ERRU Team Leader
A detailed inception report describing initial findings based on the comprehensive documentation review, the evaluation methodology, detailed work plan, the outline of the final report in addition to the inception report.			
Data collection by applying all tools and methods agreed in inception report	10 days	50%	ERRU Team Leader
Preliminary discussions with UNDP Team and partner (SFD) on project approach, theories, and activities of the project			
Collection of all required data for the evaluation by adapting tools, methods and field work including FGDs, interviews etc.			
Data analysis, interpretation and writing a draft evaluation report	8 days		
A draft evaluation report to be prepared based on collected data and information			
Final evaluation report	4 days	35%	ERRU Team Leader
Incorporation of comments and feedback on draft evaluation report provided by UNDP Team and implementing partners			
De-briefing on final draft evaluation report to all stakeholders			
Preparation of final draft to submit to the USAID Team			
Validation of the final draft, incorporation of validation comments and preparation and submission of final report			

Final evaluation report along with all collected data and information to be submitted to UNDP Team			
Total	30 days	100%	

D. Institutional Arrangements:

ECRP Project Management takes the accountability of the final evaluation and Project Manager as supervisor for this evaluation. Managerial function for this evaluation will be done jointly by the Monitoring and Evaluation Specialist and Officer.

- a) ECRP Project Management: The Project Manager with the support of M&E Specialist and National M&E Officer, and Information Management Officer will have the following responsibilities:
 - Lead the management of the evaluation process throughout the evaluation (design, implementation and dissemination and coordination of its follow up)
 - Coordinate the selection and recruitment of the evaluation team by making sure the necessary procurement processes and contractual arrangements required to hire the evaluation team
 - Facilitate the participation of those involved in the evaluation design
 - Safeguard the independence of the exercise and ensure the evaluation products meet quality standards
 - Connect the evaluation team with the programme unit, senior management and key evaluation stakeholders, and ensure a fully inclusive and transparent approach to the evaluation
 - Facilitating the evaluation team's access to all information and documentation relevant to the intervention, as well as to key actors and informants who should participate in interviews, focus groups or other information-gathering methods
 - Provide the evaluators with overall guidance as well as with administrative support
 - Oversee progress and conduct of the evaluation, the quality of the process and the products
 - Approve the deliverables and evaluate the consultant's/team's work in consultation with Team Leader and will process the payments after submission of the deliverables that respond to the quality standards
 - Disseminate the results of the evaluation
- b) Economic Resilience and Recovery Unit (ERRU): Team Leader with the support of the Deputy Team Leader and Programme Analyst will have the following responsibilities:
 - Provide clear specific technical and programmatic advice and support to the project manager and the evaluation team throughout the whole evaluation process
 - Review the ToR, inception report and draft evaluation report and ensure final draft meets the UNDP adapted evaluation quality and standards
 - Review and provide management response with comments and feedback on the quality of the evaluation process as well as on the evaluation products (comments and suggestions on the TOR, draft reports, final report of the evaluation).
- c) The national consulting firm will report to Team Leader and conduct the evaluation by:
 - Fulfilling the contractual arrangements in line with the TOR, UNDP norms and standards and ethical guidelines; this includes assisting international lead consultant developing an evaluation plan as part of the inception report, drafting and finalizing the final report and other deliverables, and briefing the ERRU on the progress and key findings and recommendations, as needed. The national consulting firm will work in close collaboration and overall guidance and supervision of international lead consultant for the evaluation.

E. Duration of Work

The duration of the assignment will be totally 30 work days to be accomplished by maximum two months from tentatively 1st February – 31st March 2019. It is expected the national consulting firm will provide all necessary M&E technical support to conduct final evaluation of USAID funded YECRP project. UNDP will review all draft reports for the purposes of oversight and quality assurance. Delays in reporting will have serious consequences for project delivery and may have further consequences in terms of future disbursements of the project's donors.

F. Location of Work:

Sample Target area within Yemen. The national consulting firm should have adequate arrangement and capacity to get access to all accessible areas of Yemen in order to conduct required field survey and local consultations to gather necessary data and information to accomplish the evaluation. In this regard, it is expected that evaluation activities will be implemented by the identified responsible national consulting firm in identified sample target locations across Yemen in areas which are relatively secure. It is estimated that currently approximately 70% of districts are accessible. The contracted national consulting firm will be required to report back to UNDP on a regular basis as well as to immediately report access and other issues that may require urgent attention from UNDP management.

G. Qualifications of the Successful Firm

- i. **Demonstrated monitoring and evaluation expertise:** It is required that qualified firm will be able to demonstrate that they have extensive recent experience in undertaking large scale multi-sectoral program monitoring, evaluation and quality assurance across Yemen, including infrastructure and community-based development projects.
- ii. The focus of the assignment will be on various aspects of evaluation including technical quality assurance in accordance with established and agreed upon standards, as well as the immediate impact of the interventions. The selected firm should have necessary **capacity to conduct all agreed field survey, local consultations, reviewing the quality of the work (buildings, roads, water and sanitation etc.)** to ensure they are constructed in accordance with agreements as well as perception of local communities in terms of quality, quantity and benefits/impacts of interventions. The selected firm should be able to showcase solid experiences within this area in the evaluation report to be highlighted as case/success stories.
- iii. In addition to demonstrating its experience with large scale program monitoring and evaluation, it will be important for the successful firm to attest that a previous or existing client has found its work within this particular area satisfying.
- iv. The selected firm should be able to clearly demonstrate their familiarity with working in Yemen, including both a solid understanding of the context as well as a well-established capacity to operate efficiently in the current conflict environment.
- v. **Ability to mobilize rapidly a project team with appropriate qualifications:** Qualified firms must be able to verifiably demonstrate an ability to rapidly begin high-quality monitoring and evaluation in Yemen. To this end, qualified firms must have **in place on the ground in Yemen, an established program of activities and a project team that would be capable of starting work immediately on the UNDP project evaluation.**
- vi. In addition to a solid management team, the selected firm should have in place or be able to rapidly draw on a network of staff, preferably local, that can quickly be mobilized to perform sub-project site visits simultaneously across Yemen to be able to cover the number of sub-project sites within the period of evaluation. Qualified personnel should have **established experience in performing sub-project site visits and verification in remote and**

insecure areas in a manner that takes the security constraints into consideration. The team shall also include local staff with social/communication skills to be able to get feedback from the beneficiaries.

- vii. Security: The successful firm should be able to demonstrate experience managing the security environment in Yemen. Moreover, the selected firm should have a clear strategy in place for how to send staff to the field to monitor projects in both remote and insecure areas in a manner that minimizes the risk to the staff. It is key that firms demonstrate a solid understanding of the realities on the ground in Yemen and how to operate within the security constraints, mitigating the inherent risks.
- viii. Parts of the region in which the assignment is to be carried out are insecure and there is a need for Consultants to respect the travel advisories, if any, issued by their home governments and restrictions imposed by the Government of Yemen's security agencies. As such, the consultants should include a statement of how they would work around these limitations specifically for foreign nationals on the team who shall and must visit sites where project components are being implemented.
- ix. Database and mapping capabilities: Qualified firms will have experience and in-house expertise in using geo-spatial databases that can help to map the scope of ongoing and completed YECRP interventions. Other critical IT capacities include the use of GPS-enabled cameras. How such use of technology, to monitor activities, will be used should be included in the methodology part of the proposal.
- x. The collected data should be gathered and populated in an easily accessible, user-friendly and secure database to be shared with the UNDP for monitoring and planning purposes.
- xi. Proposed Staff and their Credentials:

Qualification of Team Leader under national consulting firm:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 10 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being related to emergency crisis response support in any war/conflict country. Provision of sample work is required.
- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.
- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

Qualification of Senior National Expert:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 7 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being

related to emergency crisis response support in any war/conflict country. Provision of sample work is required.

- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.
- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

Qualification of Junior National Expert:

- The expert should have Master's degree in Economics/ Development Study/Social Sciences/ Statistics/ or related field especially advanced academic certificate/diploma courses on International Humanitarian Action will be added value.
- At least 5 years extensive and relevant work experience and must have completed at least two high quality evaluations in the areas of humanitarian response or actions, at least one of them being related to emergency crisis response support in any war/conflict country. Provision of sample work is required.
- Extensive national experience (at least five years) in assessing humanitarian emergency responses and support.
- Expertise in applying results and human rights-based approaches for assessing humanitarian response actions/programmes
- Solid knowledge, experience and skill on UNDP work in emergencies, and work experience with UNDP is an advantage
- Familiarity with the socio-cultural context of Middle East and the cultural, political and religious sensitivities relevant to the Yemen crisis.
- The incumbent should have sufficient experience in applying all required tools and methods for conducting project evaluation in crisis settings including participatory appraisal techniques in data collection, sensitive to gender issues etc.

H. Scope of Proposal, Price and Schedule of Payments

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The financial proposal will include a breakdown of this lump sum amount. Payment will be made within 30 days of receipt of invoice, and the submission of a final evaluation report.

The identified national consulting firm shall provide all the resources, facilities, equipment, vehicles and everything else necessary to carry out the tasks required under these services and to satisfactorily achieve the objectives of these services. The cost of providing all such facilities, resources, vehicles and equipment etc. shall be identified individually in the consulting firm's financial proposal.

ANNEX 2

No	Governorate Name	Lot	# Districts	Gov. Code	Total population 2016	Distress Index 2018	Distress Index Ranking 2018	Total Allocation (AF+PF)	Total Subprojects	# Subprojects by Lot
21	Ibb	Middle	20	11	2,778,000	4.9	9	9,801,226	127	
44	Amanat Al Asimah	Middle	10	13	3,094,000	7.0	4	13,921,483	131	
65	Al Bayda	Middle	20	14	744,000	2.8	18	5,187,551	72	
89	Taizz	Middle	23	15	3,117,000	9.6	1	15,457,337	147	
203	Dhamar	Middle	12	20	1,862,000	4.5	10	8,566,043	113	
345	Al Dhale'e	Middle	9	30	698,000	3.3	14	5,576,542	67	
352	Raymah	Middle	6	31	551,000	2.4	20	5,105,920	63	720
102	Al Jawf	North	12	16	576,000	3.2	16	5,077,818	48	
134	Hajjah	North	31	17	2,072,000	8.9	2	15,323,789	195	
161	Al Hudaydah	North	26	18	3,099,000	6.3	5	10,264,622	128	
237	Sa'ada	North	15	22	1,044,000	5.8	6	8,653,007	97	
254	Sana'a	North	16	23	1,133,000	4.3	11	8,279,894	89	
294	Marib	North	14	26	321,000	4.0	13	6,544,310	76	
304	Al Mahwit	North	9	27	677,000	2.8	17	4,322,608	53	
335	Amran	North	20	29	1,040,000	5.0	8	7,913,223	95	781
33	Abyan	South	11	12	557,000	3.3	15	5,586,227	58	
190	Hadramaut	South	28	19	1,384,819	2.5	19	6,055,602	81	
221	Shabwah	South	17	21	619,000	4.0	12	7,584,916	105	
263	Aden	South	8	24	895,000	7.4	3	14,764,685	128	
279	Lahj	South	15	25	961,000	5.4	7	8,537,490	92	
314	Al Maharah	South	9	28	144,000	1.5	21	3,054,102	42	
355	Socotra	South	2	32	63,181	1.0	22	2,292,291	40	546
356	GRAND Total		333		27,430,000			177,870,684	2047	