

United Nations Development Programme



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REQUEST FOR PROPOSAL (RFP)

Ref.: RFP-YEM-0014-2019

Date: 07/02/2019

Dear Sir / Madam:

We kindly request you to submit your Proposal for Provision of **Gender Portfolio Review** for UNDP Yemen Stabilization Programme Aden and Lahj governorates

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals must be submitted through e-Tendering system and the documents uploaded in the system as part of your proposals must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the e-Tendering system . Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password . If you have not registered in the system before, you can register now by logging in using username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of **90 days**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the pdf format, and free from any virus or corrupted files.

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or

goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Samira Al-Farah
Head of Procurement

Samira Al-Farah

Description of Requirements

Context of the Requirement	Provision of Gender Portfolio Review
Implementing Partner of UNDP	UNDP YSP Project team
Brief Description of the Required Services	The objective of the consultancy is to assess the livelihood and protection intervention under the framework of PVE (prevention of violent extremism). The sample size should not be less than 25% under both the components and should capture the intended and unintended impacts in the target districts of Aden and Lahj.
List and Description of Expected Outputs to be Delivered	Please see detailed TOR attached to this RFP as Annex 4
Person to Supervise the Work/Performance of the Service Provider	UNDP YSP Team Manager
Frequency of Reporting	The firm will report 3 reports during the contract period (Inception report, final draft and final reports as detailed in the ToR – Annex 4
Progress Reporting Requirements	As prescribed in the TOR
Location of work	The work will take place in Aden and Lahj governorates.
Expected duration of work	60 days
Target start date	7 March 2019
Latest completion date	After 60 days of receiving the contract
Travels Expected	Yes within the targeted Governorates; the travel allowances should be included in the financial proposals
Special Security Requirements	It is up to the selected contractor to take care of safety and security their staff during the contract validity, and UNDP in no way takes such responsibility for the contractor's employee safety and security
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required (Please see attached ToR in Annex 4)
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required (Please see attached ToR in Annex 4)
Currency of Proposal	<input checked="" type="checkbox"/> USD <input checked="" type="checkbox"/> YER (Yemeni Riyal) The proposal can propose using one of the above currencies and the change rate will be according to UNDP rate

Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted,
JV applications	In case the bidders would like to form a JV and submit the proposal, they must be able to provide signed agreement in the proposal. The legally registered JV must be provided before signing the contract in case the JV is selected as the most responsive offeror
Payment Terms	The contract payment will be lump sum based according to three suggested milestones: 20% of the contract value upon submission and approval of Inception Report. 30% First draft of the evaluation. 50% Final draft of evaluation submitted along with assessment data.
Condition for Payment Release	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP YSP Project Manager
Type of Contract to be Signed	<input checked="" type="checkbox"/> Services Contract
Criteria for Contract Award	Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) as described in the attached ToR in Annex 4 .
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness 40% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40% A proposal is selected on the basis of <i>cumulative analysis</i> ; the total score is obtained by combining technical and financial attributes. A two-stage procedure will be utilized in evaluating the proposals;

	<p>The technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 700 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 700 points prior to any price proposal being opened and compared.</p> <p><u>Financial Proposal (30%)</u> <u>Financial Proposal (30%)</u> Contractor must identify in the proposal professional fees, travel allowances and any operational costs. according to the breakdown template in the bid document.</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 700 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.</p> <p>300 points will be allocated based on financial proposal. In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.</p> <p>A formula is as follows: $p = y (\mu/z)$ Where: p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal μ = price of the lowest priced proposal z = price of the proposal being evaluated</p> <p>The contract shall be awarded to the proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal.</p> <p>The total number of points ("maximum number of points") which a firm/institution may obtain for its proposal is as follows: Technical proposal: 700 Financial proposal: 300 Total number of points: 1,000</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Service Provider (s)
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at procurement.yemen@undp.org . Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location].

[insert: Date]

To: Head of Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP-YEM-0014-2019 dated 07/02/2019, and all of its attachments, as well as the provisions of **Gender Portfolio Review** the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

Qualifications of the Successful Contractor

Expertise and Capability of Proposer

Company profile:

- 3-5 years' experience in the area of impact assessments, research and analysis, training, gender advocacy and communication, women economic empowerment, livelihoods, protection, mainstreaming and capacity building, monitoring and evaluation aspects in crisis settings
- The vendor should have the access to the required locations.
- Certificates and accreditation (if applicable).

Organizational Architecture:

- Background: Provide a brief description of the organization submitting the proposal, including if relevant years of experience and country of incorporation, types of activities undertaken.

Adverse judgments or awards:

- Include reference to any adverse judgment or award.

General Organizational Capability

- Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.
- Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.

Subcontracting

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. Special attention should be given to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability.

Quality assurance procedures, risk and mitigation measures

- Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality.
- Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- *Relevance of Specialized Knowledge and Experience on Similar Projects*
- *Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region.*
- *Describe the experience of the organization performing similar services. Experience with other UN organizations/ major multilateral / or bilateral programmes is highly desirable.*
- *Provide at least 3 references*

Project	Client	Contract value	Period of performance	Reference Contact Details (Name, Phone, Email)

B. Proposed Methodology for the Completion of Services

Proposed Work Plan and Approach (methodology)

The vendor should submit a clear methodology for the required task according to the following points:

- A review of relevant background documents provided including the current CPD, UNDP Project documents, progress reports, M&E plans, Third Party Monitoring reports, UNDP Global Gender Strategy, Yemen Country Office Gender Equality Strategy, as well as Implementing Partners Operational Manuals and Policies; Guidance on Gender Analysis and Guidance on the Gender Marker
- Support the international Team Lead to conduct an impact assessment; within the CO YSP team to identify gaps, areas of improvements, and develop a capacity building plan that can facilitate the implementation of the recommendations.
- Conduct individual and focus group interviews with selected CO Management, programme and project staff, Implementing Partners staff (Aden and Lahj), Third Party Monitoring Agency to gain insight on impact assessment and capacity gaps to be addressed
- Focus group interviews/discussion with women and men beneficiaries, community leaders and representatives, any other formal or informal structures or networks established to support projects' implementation at the community level;
- Consult with UNHCR and other UN agencies as relevant.
- Review of selected projects implemented to see whether they have taken a protection and livelihoods perspective into account in design, planning implementation, monitoring and evaluation/report writing and to identify challenges and successes;
- Prepare a draft assessment report and a briefing on findings and recommendation

Provide the final report (in hard and soft copy) to the project management of YSP

C. Qualifications of Key Personnel

Resource Plan, Key Personnel.

Composition of the team proposed to perform TOR, and the work tasks (including supervisory)

Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each.

Team Composition and Roles and Responsibilities

The selected contractor is expected to propose a team of national consultants who will carry the necessary field data collection analysis.

It is expected that:

- UNDP Yemen YSP Team will provide the overall strategic guidance and decision-making for the exercise to the team, in consultation with CO senior management;
- The project manager to provide overall leadership, strategic framing of the exercise, provide guidance and oversight. S/he will lead the overall analysis and produce the consolidated reports, with the findings and recommendations, and will lead the consultations with UNDP Yemen YSP

Programme Team. S/he will report to the UNDP Yemen YSP manager and UNDP national consultant.

- The national consultant(s) will carry out the necessary field level data collection and analysis, under the leadership of the project management.

Qualifications of Key Personnel

Names and qualifications of the key personnel who will perform the services indicating the Team Leader and support staff.

Professional and Education Requirements

National consultants

1. Masters' degree in development, social study, International Development, Development Economics/Planning, Economics, International Relations or any other relevant university degree;
2. At least 5 years of experience in assessment and evaluation related to institutions/governance/social cohesion in Yemen or in the Middle east.
3. A minimum experience of 5 years of work proven experience at national or international level in governance, institution building, service delivery, and capacity building, monitoring and evaluation aspects in crisis settings.
4. A good experience and knowledge of UN/UNDP Gender Equality and Women Empowerment policies and strategies and related working documents and processes
5. Good computer skills in word, excel and PowerPoint programmes
6. Good facilitation, training, analytical, comprehension and writing skills
7. Excellent command of English; Arabic will be of added value

D. Financial Proposal:

Milestones	Deliverables	Quantity	Unit Cost (Currency)	Total Price (All Inclusive)
1	20% submission and approval of Inception Report.	Lump-sum		
2	30% First draft of the evaluation.	Lump sum		
3	50% Final draft of evaluation submitted along with assessment data.	Lump sum		
	Total cost			

Company/ Business Name: _____

Authorized Person: _____

Functional Title: _____

Mailing Address _____

Contact Number (s): _____

Email: _____

Signature: _____

Date: _____

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents, and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.
- 12.0 USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem, or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.
- 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**
Information and data that is considered proprietary by both Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** Any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1** A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** Any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNWOMEN, and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take

protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions, or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference (TOR)

Vocational Training Services

Creation of Job opportunities for youth in Sudan through Labour Intensive Work Opportunities Project (LIWOP)

A. BACKGROUND:

'Creation of Job Opportunities for Youth in Sudan through Labour-intensive Work Opportunities' is a two years project that aims to create rapid employment opportunities for unemployed, unskilled and semiskilled young labourers. The project's ultimate goal is to promote sustainable long-term development that would ensure productive employment opportunities for the young women and men of Sudan. To this end, the project facilitates on-job skills training for youth as local resources on road maintenance and waste management sectors. The project is implemented in Khartoum State in partnership with the Federal Ministry of Labour & Administrative Reform.

As part of the project planned activities, two baseline studies have been conducted, to (1) identify the labour market demand on road maintenance and waste management sectors; and (2) recommend the available training institutes that can provide the required labour and technical training. One of the identified market gap on waste management sector are auto- mechanics, auto- electricians, heavy trucks and vehicles drivers and plumbing jobs. 800 youth have been identified as eligible beneficiaries by the Project Supervisory Committee to receive training on auto- mechanics, auto- electricians, heavy trucks and vehicles drivers and plumbing. Thereon, the training should be on job for not more than two months duration for each course and for 800 youth.

The project expected outputs are:

1. Labour based Coordination Unit (LBCU) established within Ministry of Labour and Administrative Reform (MOLAR), functional and operational to:
 - Provide Institutional coordination base of the project labour intensive works and employment creation
 - Establish Interface between the local government, the private sectors, development partners, NGOs and the youth
2. Capacities for 2,000 unskilled young workers are developed through: Developing their labour, vocational and technical capacities to undertake the road maintenance and waste management work

B. SCOPE OF WORK

LIWOP is seeking a reputable and experienced institution to conduct vocational training for 800 participants. Additionally, the institution to undertake vocational training in the areas of auto- mechanics, auto- electricians, and heavy trucks and vehicles drivers, Interlock making and plumbing for specific groups of unemployed, unskilled, and semi-skilled youth, through contracting a technical training institution.

More specifically, the successful institution is expected to provide the following services and deliverables during a period of five months:

1. Develop the trainings modules, training Plan and implementation plan, with detailed timeline, activities, and formulate a tentative budget proposal;
2. Provide both theoretical and practical (on job) training to 800 youth on:
 - Auto- mechanics (200 youth)

- Auto- electricians (200)
 - Heavy trucks and vehicles drivers (200 youth)
 - Plumbing (100)
 - Interlock making (100)
3. Provide Training Materials and handouts
 4. Avail transportation to 800 young trainees from/ to on job training
 5. Provide Health and safety equipment to 800 trainees

C. EXPECTED OUTPUTS AND DELIVERABLES

The overall objective of the Vocational training is to provide LIWOP participants with skills and knowledge on the above mentioned areas. The training will be both Theoretical (three weeks) and Practical (five weeks).

Deliverables:

- a. Prepare training curricular and handouts based on identified areas (auto- mechanics, auto-electricians, heavy trucks and vehicles drivers, Interlock making and plumbing).
- b. Delivery of Vocational training to 800 unemployed, unskilled and semi-skilled youth on the auto-mechanics, auto- electricians, heavy trucks and vehicles drivers, Interlock making and plumbing.
- c. Prepare training report.

The institution will work closely with LIWOP to organize and agree on to training curriculum. The institution shall share the initial drafts with LIWOP for review and approval.

D. INSTITUTIONAL ARRANGEMENT

The institution will report directly to the Labour Intensive Work Opportunities Project Manager and for daily reporting purposes the institution will work closely with the LIWOP Focal Point.

The deliverables submitted by the institution are subject to review by LIWOP and will be accepted upon necessary amendments made by the institution for final approval.

In the course of this consultancy, the UNDP will be responsible for: The payment of the consultancy cost as per schedule of payment (I) below

E. DURATION OF ASSIGNMENT

The duration of the consultancy is five (5) months from 01 Nov 2015 to 31 March 2016 including both theoretical and practical trainings. All the relevant documentation such as training curriculum, list of trainers and facilitators shall be submitted and accepted by LIWOP.

F. DUTY STATION

The assignment will be in Khartoum. The exact venues of the trainings will be determined one week in advance of the start of the assignment.

G. QUALIFICATIONS OF EXPERTS/TRAINERS

The institution should have adequate experience as well as management, technical and administrative capacity to conduct the Vocational training and to impart the knowledge on auto- mechanics, auto-electricians, heavy trucks and vehicles drivers, interlock making and plumbing etc. to the beneficiaries. Also, it is essential that the institution is required to produce the high quality reports stating practical and viable recommendations that could be adopted and implemented by LIWOP. The institution should provide trainers with expertise in the following areas, namely: auto- mechanics, auto- electricians, and heavy trucks and vehicles drivers, Interlock making and plumbing. The team will consist of technicians and other experts. The qualifications are required for all experts who will undertake this assignment:

1. Technicians :

- Minimum of 5 years in training and field related activities in either or all of the following: Auto-mechanics, auto- electricians, and heavy trucks and vehicles drivers, Interlock making and plumbing, etc.
- Previous experience in participatory training techniques and curricular development.
- Good communication and report writing skills

2. Other Experts/Trainers:

- Minimum of five years' experience in training youth groups on the following areas: auto-mechanics, auto- electricians, heavy trucks and vehicles drivers, Interlock making and plumbing, etc.
- Good presentation and communication skills
- Knowledge of Arabic will be an added advantage

H. MINIMUM REQUIREMENTS FOR INSTITUTION

The institution should meet the minimum requirements listed below:

1. The INSTITUTION must have 5 years of experience in conducting vocational trainings on auto-mechanics, auto- electricians, heavy trucks and vehicles drivers, Interlock making and plumbing.
2. The INSTITUTION must be able to cover the theoretical and practical training areas;
3. The INSTITUTION preferable have experience working with youth groups.
4. The INSTITUTION should have experience in drafting quality reports.
5. The INSTITUTION should have institutional capacity and experience in dealing with the youth with a little education background.
6. Partnership and sub-contracting of international trainers is optional but not mandatory.

The INSTITUTION will report directly to the LIWOP Project Manager and for daily reporting purposes the institution will work closely with the LIWOP Focal Point.

I. SCHEDULE OF PAYMENTS

- a) The Contract price will be lump sum amount as a fixed price and will be paid to the contractor upon delivery of the milestones. The contract price remains fixed for the entire duration of the contract and will not increase even if the contract is extended to allow the Contractor to complete the delivery of the contract milestones;
- b) UNDP will make the payment to the contractor upon delivery of the milestones, which shall also be part of the contract to be signed with the successful bidder.

Key Deliverable	Payment	Document Required
Deliverable 1: 1.1 Prepare training curricular and handouts based on identified areas.; and 1.2 Train 400 youth on (auto- mechanics, auto- electricians, heavy trucks and vehicles drivers, Interlock making and plumbing) 1.3 Mid-term report submitted to the LIWOP	50%	1) Draft Report to be submitted to LIWOP within 10 working days from the completion of the training;
Deliverable 2: 2.1 Vocational Training on Training to 400 youth provided; 2.2 Train 400 unemployed, unskilled and semi-skilled youth on (auto- mechanics, auto- electricians, heavy trucks and vehicles drivers, Interlock making and plumbing)	50%	2) Draft Report to be submitted to LIWOP within 10 working days from the completion of the training;

2.3 A comprehensive Draft Report of the training, including the key recommendations, prepared and submitted to LIWOP; 2.4 Report finalized incorporating the feedback provided by the LIWOP.		3) Final Report to be submitted to LIWOP within 10 working days from the date LIWOP provides its feedback
TOTAL	100%	