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REQUEST FOR PROPOSAL

Provision of Design and Construction Consulting Services under Long Term Agreement

RFP No.: RFP-YEM-0025-2019

Project: Peace Support Facility for Yemen

Country: Yemen

Issued on: 16 May 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 samer.hawilih@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:

Approved by:

Name: **Samer Abu Hawilih**
Title: **Procurement Specialist**
Date: **May 16, 2019**

Name: **Hari Kafle**
Title: **Team Leader, Procurement and Travel**
Date: **May 16, 2019**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

<p><i>1. Introduction</i></p>	<p>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</p> <p>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.</p> <p>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.</p>
<p><i>2. Fraud & Corruption, Gifts and Hospitality</i></p>	<p>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</p> <p>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.</p> <p>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.</p> <p>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</p>
<p><i>3. Eligibility</i></p>	<p>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.</p> <p>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.</p>

<p><i>4. Conflict of Interests</i></p>	<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>
<p>B. PREPARATION OF PROPOSALS</p>	
<p><i>5. General Considerations</i></p>	<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>
<p><i>6. Cost of Preparation of Proposal</i></p>	<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>
<p><i>7. Language</i></p>	<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>
<p><i>8. Documents</i></p>	<p>8.1 The Proposal shall comprise of the following documents:</p>

<i>Comprising the Proposal</i>	<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.
<i>9. Documents Establishing the Eligibility and Qualifications of the Bidder</i>	<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>
<i>10. Technical Proposal Format and Content</i>	<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>
<i>11. Financial Proposals</i>	<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>
<i>12. Proposal Security</i>	<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>
<p>13. <i>Currencies</i></p>	<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>
<p>14. <i>Joint Venture, Consortium or Association</i></p>	<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>

<p>15. Only One Proposal</p>	<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.
<p>16. Proposal Validity Period</p>	<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>
<p>17. Extension of Proposal Validity Period</p>	<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>
<p>18. Clarification of Proposal</p>	<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>
<p>19. Amendment of Proposals</p>	<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. <i>Alternative Proposals</i>	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. <i>Pre-Bid Conference</i>	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. <i>Submission</i>	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

<i>Proposals</i>	<p>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 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>
<i>25. Proposal Opening</i>	<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	
<i>26. Confidentiality</i>	<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>
<i>27. Evaluation of Proposals</i>	<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
<i>28. Preliminary Examination</i>	<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>
<i>29. Evaluation of Eligibility and Qualification</i>	<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

	<p>list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</p> <ul style="list-style-type: none"> b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, 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; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
<p>30. Evaluation of Technical and Financial Proposals</p>	<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>

<p>31. <i>Due Diligence</i></p>	<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 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.
<p>32. <i>Clarification of Proposals</i></p>	<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>
<p>33. <i>Responsiveness of Proposal</i></p>	<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>
<p>34. <i>Nonconformities, Reparable Errors and Omissions</i></p>	<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

	<p>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;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction 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. <i>Right to Accept, Reject, Any or All Proposals</i>	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. <i>Award Criteria</i>	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. <i>Debriefing</i>	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. <i>Right to Vary Requirements at the Time of Award</i>	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. <i>Contract Signature</i>	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. <i>Contract Type and General Terms and Conditions</i>	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. <i>Performance Security</i>	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. <i>Bank Guarantee for Advanced Payment</i>	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. <i>Liquidated Damages</i>	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. <i>Payment Provisions</i>	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. <i>Vendor Protest</i>	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. <i>Other Provisions</i>	<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)		
Not Allowed within the Lot (Sector)				
The bidder may submit an offer for one or more than one lot (Sector). One offer for each lot.				
<div>The RFP has categorized into five lots (sectors): Lot1: Building and Services Sector Lot2: Water and Wastewater Sector Lot3: Roads and Highways Sector Lot4: Power Generations and Transmission Sector Lot5: Ports and Airports Sector The technical and financial evaluation for each Lot (sector) will be done separately</div>				
3		20	Alternative Proposals	Shall not be considered

4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Date and time: May 26, 2019 1:30 PM Sana'a Time</p> <p>Venue: UNDP Office in Sana'a</p> <p>The UNDP focal point for the arrangement is: Samer Abu Hawilih, Procurement Specialist Telephone: +962 795750800 E-mail: samer.hawilih@undp.org</p> <p>Technical instructions to attend the pre-bid meeting remotely will be provided in due time to all Proposers that confirm participation.</p>
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>May be imposed for some assignment based on complexity and value as follows:</p> <p>Provide details below if "Will be Imposed" is selected, otherwise delete the below</p> <p>Percentage of contract price per day of delay: 0.5%</p> <p>Max. number of days of delay 10, after which UNDP may terminate the contract.</p>
9	40	Performance Security	May be required for some assignments. It will be asked during the call-off contract, 10% of the contract value
10	18	Currency of	United States Dollar

		Proposal	
11	31	Deadline for submitting requests for clarifications/ questions	23 May 2019 11:30 am
12	31	Contact Details for submitting clarifications/ questions	Focal Person in UNDP: Samer Abu Hawilih E-mail address: samer.hawilih@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website http://procurement-notices.undp.org/ and e-Tendering
14	23	Deadline for Submission	Thursday 13 June 2019 3:00 PM Sana'a time For e-Tendering submission - as indicated in e-Tendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>Business Unit (BU Code): YEM10 and Event ID number:0000003739</u>
16	22	Electronic submission (email or 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 requested by UNDP;

			<ul style="list-style-type: none"> ▪ Mandatory subject of e-Tendering: Event ID No 0000003739/ RFP-YEM-25-2019. Please use this subject, in case if you have enquired by email also. ▪
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	<i>July 15, 2019</i>
19		Maximum expected duration of contract	One year extendable up to three years based on performance of the contractor and UNDP needs
20	35	UNDP will award the contract to:	<p>One or more Proposers, depending on the following factors: UNDP may sign not more than four Long-Term Agreement (LTA) per lot (Sector) for a period of one year extendable up to three years based on the performance and need.</p> <p>The LTA(s) will be managed by competition among the LTA holders (mini competitions) for each request. The selection will be based on the criteria set in the mini solicitations.</p> <p>UNDP will sign a Contract for Professional Services (Call-off contract) with the selected Consulting Firm for each request (assignment).</p>
21	39	Type of Contract	<p>Long Terms Agreement (LTA)</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	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	

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

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 and can work in Yemen.	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 ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB 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
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 10 years with at least one with a project values US\$ 1M or above.	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.

	<i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	
Financial Standing	Minimum average annual turnover of USD250,000 for the last 10 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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	200
2.	Proposed Methodology, Approach and Implementation Plan	200
3.	Qualifications of the Core Expert <u>(common for all lots (sectors))</u>	200
4.	Management Structure and Key Personnel	400
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing - Specialization in constructions / rehabilitations project and cost management, supervision and planning, interior and engineering designs, construction systems and procedures, and latest trends in the monitoring of the construction activities - Past performance in achieving results and Reputation of Organization	30
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 - Provide Company Capability Statement and Company Profile to prove compliance with the Minimum qualification requirements as described in the Terms of Reference. - Organization, staffing and strength of project management support - (age/size of the firm in engineering services - Project quality and management controls (HR, Procurement, Engineering and other Organizational setup please provide the organogram of the organization	55
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country - Experience in providing consultancy services in applied lot (sector) - Experience on Projects in the Region and /major multilateral/ or bilateral programmes /UNDP - Three satisfactory performance certificates each certificate with at least one with a minimum Contract value of US\$1 Million in the past 7 years	85
1.5	Organizational Commitment to Sustainability -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -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	30
Total Section 1		200

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?		45
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference		45
2.3	Details on how the different service elements shall be organized, controlled and delivered		30
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement		30
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic		25
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract		25
Total Section 2			200

Section 3. Qualifications of the Core Expert (common for all lots (sectors))			Points obtainable
3.1	Civil Engineer-Team Leader/ Project management		60
	Academic Qualification	10	
	General Experience	10	
	Specific Experience relevant to the assignment	25	
	Regional experience	10	
	Language qualification	5	
3.2	Engineer-Quantity Surveyor BOQs and Costing		25
	Academic Qualification	4	
	General Experience	4	
	Specific Experience relevant to the assignment	10	
	Regional experience	5	
	Language qualification	2	
3.3	Geotechnical Engineer		20
	Academic Qualification	3	
	General Experience	4	
	Specific Experience relevant to the assignment	8	
	Regional experience	3	
	Language qualification	2	

3.4	Electrical Engineer-security systems		20
	Academic Qualification	3	
	General Experience	4	
	Specific Experience relevant to the assignment	8	
	Regional experience	3	
	Language qualification	2	
3.5	Civil Engineer-Health &Safety		20
	Academic Qualification	3	
	General Experience	4	
	Specific Experience relevant to the assignment	8	
	Regional experience	3	
	Language qualification	2	
3.6	Civil Environmental Engineer		20
	Academic Qualification	3	
	General Experience	4	
	Specific Experience relevant to the assignment	8	
	Regional experience	3	
	Language qualification	2	
3.7	Certified Surveyor		20
	Academic Qualification	3	
	General Experience	4	
	Specific Experience relevant to the assignment	8	
	Regional experience	3	
	Language qualification	2	
3.8	Procurement Expert		15
	Academic Qualification	2	
	General Experience	3	
	Specific Experience relevant to the assignment	5	
	Regional experience	3	
	Language qualification	2	
Total Section 3			200

Section 4. Management Structure and Key Personnel			Points obtainable
<u>Lot1: Building and Services Sector</u>			
4.1	Architect-Building design		70
	Academic Qualification	10	

	General Experience	15	
	Specific Experience relevant to the assignment	30	
	Regional experience	10	
	Language qualification	5	
4.2	Architect-Urban Planner		50
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	10	
	Language qualification	5	
4.3	Architect-Heritage & Restoration		40
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	15	
	Regional experience	5	
	Language qualification	5	
4.4	Civil Engineer-Structural		100
	Academic Qualification	15	
	General Experience	20	
	Specific Experience relevant to the assignment	40	
	Regional experience	15	
	Language qualification	10	
4.5	Electrical Engineer-light & power, low voltage		50
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	10	
	Language qualification	5	
4.6	Mechanical Engineer-Plumbing/sanitary and HVAC		50
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	10	
	Language qualification	5	
4.7	Mechanical Engineer-Medical Gas systems		40
	Academic Qualification	5	

	General Experience	10	
	Specific Experience relevant to the assignment	15	
	Regional experience	5	
	Language qualification	5	
Total Section 4			400

Section 4. Management Structure and Key Personnel			Points obtainable
<u>Lot2: Water and Wastewater Sector</u>			
4.1	Civil Engineer-Hydraulics		150
	Academic Qualification	20	
	General Experience	25	
	Specific Experience relevant to the assignment	70	
	Regional experience	25	
	Language qualification	10	
4.2	Civil Engineer-structural(tanks& reservoirs)		120
	Academic Qualification	15	
	General Experience	20	
	Specific Experience relevant to the assignment	50	
	Regional experience	25	
	Language qualification	10	
4.3	Mechanical Engineer-pumps & transmission lines		80
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	25	
	Regional experience	20	
	Language qualification	10	
4.4	Electrical Engineer-controls		50
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	10	
	Language qualification	5	
Total Section 4			400

Section 4. Management Structure and Key Personnel			Points obtainable
<u>Lot3: Roads and Highways Sector</u>			
4.1	Civil Engineer-pavement design		150

	Academic Qualification	20	
	General Experience	25	
	Specific Experience relevant to the assignment	70	
	Regional experience	25	
	Language qualification	10	
4.2	Civil Engineer-highway traffic engineer		100
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	50	
	Regional experience	15	
	Language qualification	10	
4.3	Civil Engineer-drainage & storm-water		100
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	50	
	Regional experience	15	
	Language qualification	10	
4.4	Electrical Engineer-networks & lighting		50
	Academic Qualification	5	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	10	
	Language qualification	5	
Total Section 4			400

Section 4. Management Structure and Key Personnel			Points obtainable
<u>Lot4: Power Generations and Transmission Sector</u>			
4.1	Electrical Engineer-Power generation		150
	Academic Qualification	20	
	General Experience	25	
	Specific Experience relevant to the assignment	70	
	Regional experience	2	
	Language qualification	10	
4.2	Electrical Engineer-Power transmission & distribution		150
	Academic Qualification	20	
	General Experience	25	

	Specific Experience relevant to the assignment	70	
	Regional experience	25	
	Language qualification	10	
4.3	Electrical Engineer-Renewable Energy Plants		100
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	50	
	Regional experience	15	
	Language qualification	10	
Total Section 4			400

Section 4. Management Structure and Key Personnel			Points obtainable
<u>Lot5: Ports and Airports Sector</u>			
4.1	Civil Engineer-Maritime port expert		100
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	50	
	Regional experience	15	
	Language qualification	10	
4.2	Electrical Engineer- Electronics & control		80
	Academic Qualification	10	
	General Experience	15	
	Specific Experience relevant to the assignment	25	
	Regional experience	20	
	Language qualification	10	
4.3	Civil Engineer-structural		90
	Academic Qualification	15	
	General Experience	20	
	Specific Experience relevant to the assignment	30	
	Regional experience	20	
	Language qualification	5	
4.4	Telecommunication Engineer-Radar Systems		70
	Academic Qualification	10	
	General Experience	10	
	Specific Experience relevant to the assignment	25	
	Regional experience	20	

	Language qualification	5	
4.5	Civil Engineer-airport pavement design		60
	Academic Qualification	10	
	General Experience	10	
	Specific Experience relevant to the assignment	20	
	Regional experience	15	
	Language qualification	5	
Total Section 4			400

SECTION 5. TERMS OF REFERENCE

Terms of Reference (TOR)

Provision Of Design and Construction Consulting Services under Long Term Agreement

1. Introduction:

Yemen is facing an unprecedented political, humanitarian, and development crisis. Yemen's transition that started in 2011 with the support of the international community tragically unravelled after the conclusion of the National Dialogue Conference in January 2014 and spiralled into a full-blown conflict by March 2015 with uncertain prospects of a peaceful political solution. It is now estimated that more than 20 million people (82% of the population) are in need of assistance. With civilian casualties rising, Yemenis are suffering from multiple and entrenched hardships.

After more than two years of stalemate, the Special Envoy of the Secretary General for Yemen convened intra-Yemeni consultations in Sweden from 6 to 13 December 2018. The consultations successfully concluded in partial agreements between the principal Yemeni parties which were endorsed by UN Security Council Resolution 2451.

In this context, a Peace Support Facility (PSF) for Yemen has been established. The aim of the PSF is to accelerate rapid implementation of the agreements reached by the parties during negotiations led by the UN Secretary-General's Special Envoy to Yemen. The PSF also aims to build public support for the peace process by achieving tangible, rapid improvement in the daily lives of people in priority areas identified by the UN Special Envoy and UN Resident Coordinator, in consultation with the parties. The intention is to demonstrate concrete alternatives to conflict, create local demand for peace, and incentivize parties to deepen their engagement in the Special Envoy's peace process.

The project will undertake two lines of effort, the first of which will implement initiatives agreed by the parties, in direct support of priorities discussed during the peace consultations. By supporting specific initiatives recommended by the UN Special Envoy and parties in the peace process, the Facility will build confidence between the parties, and between the parties and the UN. It will also incentivize parties to deepen their engagement in the peace process. The first set of initiatives implemented under this component will focus on the priorities discussed in the Stockholm consultations.

The second line of work will implement initiatives identified by the Special Envoy that further support broad peace efforts and the peace process. The Facility will empower the Special Envoy to support initiatives that will generate demand for peace, especially in neglected geographical areas and among underrepresented groups. Particular attention will be paid to promoting the inclusion of women. These initiatives will help lay the groundwork for people to start rebuilding their lives, by improving conditions in conflict-impacted communities and facilitating the return of displaced families.

Possible initiatives include, but not limited to, extensive rehabilitation/upgrading/reconstruction or construction works involving civil, electrical and mechanical activities, equipment and installations; E.g., repairs to public and social infrastructure including public buildings, utilities and services (such as for hospitals, clinics, schools, housing, government and municipal institutions, etc.); rehabilitation of transport infrastructure, water and wastewater collection, storage and disposal systems (including water and wastewater networks, pumping stations, reservoirs and treatment plants); repair and rehabilitation of power supply generation, transmission and distribution infrastructure as well as renewable energy plants; in addition to activities in ports, airports and border crossings.

Wherever possible, contracts will be awarded to local companies to help invigorate local markets and the private sector. The initial focus is likely to be concentrated in Hodeidah, linked to components of the Stockholm agreement, including increasing the safety, security and efficiency of the port.

The initiatives will be implemented directly by UNDP through the PSF project and will liaise closely with UNDP's Sub-Office management team throughout Yemen.

- 2. Objective:** UNDP Yemen is seeking a Consulting Firm(s) to provide construction consulting services under a Long-Term Agreement (LTA) basis for a period of 12 months with possibility extension up to three years upon satisfactory performance and efficient delivery of services. The required consulting services are under five lots (sectors). The Consulting Firm(s) may apply for one or more than one lots:

- **Lot1:** Building and Services Sector
- **Lot2:** Water and Wastewater Sector
- **Lot3:** Roads and Highways Sector
- **Lot4:** Power Generations and Transmission Sector
- **Lot5:** Ports and Airports Sector

During the period of the LTA, upon UNDP request, the Consulting Firm(s) for any of the lots may provide the following services:

- A) Assess selected project locations and prepare initial design report and estimates of works to be performed;
- B) Produce detailed Engineering designs
- C) Develop and/or review the required tender documents including bills of quantities and specifications for construction / rehabilitation tendering processes and prepare confidential detailed cost estimates.
- D) Provide Construction Monitoring and supervision services, including throughout the defect's liability period.

- 3. Scope of Work:** Upon UNDP Yemen Request, the Consulting Firm shall provide the services of all or part of the following:

- A) Assess selected project locations and prepare initial design report and estimates of works to be performed;**

The Consulting Firm shall conduct a site visit and review all necessary data and information related to the identified project, set up the final detailed scope of work and shall prepare final dimensioning and the preliminary lay-out drawings. The responsibility of the correctness, soundness and adequacy of data and design will lie with the Consulting Firm. The main tasks shall be performed in accordance with, but not limited, to the following:

1. Review and assess the available information and all relevant documents.
2. The Consulting Firm shall conduct all necessary pre-engineering surveys and investigations using modern testing techniques.
3. Carry out preliminary designs,
4. Make recommendations as to the appropriate materials and equipment to be used for the works.
5. Prepare preliminary capital cost estimates in total and for each element of the works.
6. Advise on all statutory requirements regarding serving of notices, obtaining permits, warranties, licenses, approvals or statements of no-objection from all statutory entitled

bodies, together with details of the associated costs and time-scale, to ensure the works will be implemented without delay.

7. Produce implementation program for the project. The program shall make allowances for an operational and efficient implementation of the different project components, minimizing disruption to the work activities.
8. Calculations and drawings shall be produced by computer software and digital copies shall be submitted to UNDP.
9. After written approval from UNDP Yemen and subject to the incorporation of any comments on the Initial Design Report, the Consulting Firm shall proceed with the Detailed Design.

B) Produce detailed Engineering designs

The Detailed Design for the works shall be based on the Initial Design Report. It shall comprise the finalization of the Design, Calculations, Dimensioning, Drawings, Technical Details, Environmental and Social impact assessments, Specifications, Tender Documents, Schedules, Construction Programme and all relevant data and requirements needed for the precise execution and implementation of the Project.

The Consulting Firm shall be responsible for performing the Detailed Design for the identified project to enable the preparation of complete tender and contract/s documents

The Detailed Design documents shall cover and include, but not be limited to, the following:

1. Relevant data.
2. Final Design containing a summary of the design criteria.
3. Drawings: Complete detailed design and construction drawings of all works in sufficient detail for tendering and contractual purposes. The drawings, depending on the selected project, shall include detailed architectural, civil, structural, mechanical, electrical, control, instrumentation and automation works, fixtures and other installations and wiring and all other drawings to a level of the detail to precisely implement the project.
4. Specifications: Comprehensive and up to date, in accordance with best current knowledge, general and particular technical specifications for all related works, based on internationally accepted standards and are sufficient for tendering, installation and construction works.
5. Bills of Quantities with Method of Measurement: The Bills of Quantities shall be detailed with accurate quantities. The Bills of Quantities shall include collection pages and grand summary sheets.
6. Preparation of detailed Cost Estimates for the Works in total.
7. Time and activity schedule for all actions and components up to and including completion of all works.

Quality of Detailed Engineering Design

- The Consulting Firm shall ensure that all drawings, details, specifications, calculations and schedules are as far as possible correct and accurate in order to avoid related contractual complications and constructional faults.
- The architectural, mechanical, electrical, structural and infrastructure works shall cover all details for the execution of the required project and shall be based on International Standard Codes of Practice governing analysis, designs, measurement and specification. All documents shall be prepared in English.

- During the design process, where applicable, the Consulting Firm shall make every effort to incorporate principles of cost-effective green construction, such as in energy efficiency and energy conservation techniques, water harvesting, and others.
- For some projects, it may be necessary to design certain work activities with a labor-intensive approach.
- It is the responsibility of the Consulting Firm to provide all required equipment and facilities to perform the services and to obtain all pertinent information and other data as shall be necessary to perform their obligation.
- Bills of Quantities and Preambles. The Bills of Quantities should clearly describe and specify the items based on specifications considered in the design and approved by UNDP. In addition, preambles should be prepared for each work category clearly stating the measuring and pricing methodology and including collection pages and grand summary sheets. Bills of Quantities shall be supplied in hard (A4 size) and electronic format. The Bills of Quantities are defined as a deliverable.
- Any additional Site Investigation works required during the design process should be carried out by an accredited engineering laboratory.
- The final reports, drawings and all related documents will be a property of the UNDP and will be handed over to the end-beneficiary for their future use.

C) Develop and/or review the required tender documents including bills of quantities and specifications for construction / rehabilitation tendering processes and prepare confidential detailed cost estimates.

a. Preparation of Tender Documents: The Works/supply/installation contracts shall be based on the General Conditions of Contract adopted by the UNDP. The tender dossiers and documents shall consist of, but not be limited to, the following:

1. Instructions to Bidders (to be provided by UNDP)
2. Form of tender and appendix to tender (to be provided by UNDP)
3. Form of agreement (UNDP contract)
4. Tender security form (to be provided by UNDP)
5. Form of performance guarantee (to be provided by UNDP)
6. Form of guarantee for advance payment (to be provided by UNDP)
7. General conditions of contract (to be provided by UNDP).
8. Statement of works and Special conditions of contract.
9. Template for contractors' daily, weekly, monthly and quarterly report sheets, and material approval request sheet, check request sheet, site instructions sheet, etc.
10. Technical schedules and Construction programme.
11. General and Particular Specifications.
12. Bills of Quantities, and Cost Estimates.
13. Detailed sets of Drawings.
14. Copies of all required consents and approvals, etc, for works to commence.
15. The possibility of splitting the tender documents into different packages.

b. Develop and review the required tender documents for the construction / rehabilitation (tendering process):

1. Develop, verify and review scope of works, bills of quantities, technical specifications, and other required tender documents for the public works to be undertaken;
2. Clarify the Bidder's queries of engineering/technical nature;
3. Provide inputs during the pre-tendering meetings with bidders;
4. As a member of the Tender Evaluation Committee; support the tender technical evaluation team in the preparation of the Evaluation Report based on the outcome of

an objective assessment of the received bids in accordance with the bid evaluation criteria set out in the ITB (Invitation to Bid);

5. Provide input in addressing the Contract Review Committee (CAP/RACP/ACP) questions related to submitted bids if required;
6. Assist in responding to the queries of technical nature raised by the winning bidder during the pre-award meeting. Emphasize the importance of quality aspects and adherence to the contract implementation timetable.
7. When requested by UNDP, provide technical advice to UNDP during final contract negotiation, if applicable.

D) Provide Construction Monitoring and supervision services, including throughout the defect's liability period.

The Consulting Firm is expected to review and, if necessary, update, designs, administer the works contract(s) and ensure that contractual clauses, whether related to quality or quantities of work, are respected.

The Consulting Firm will make the necessary measurements and control on the quality of works carried out by the contractor(s); and will coordinate all engineering decisions.

Services include but are not limited to the following:

- Provide UNDP with the required technical advice when and as necessary.
- Manage and supervise the execution of works at site through site visits, in order to follow up the progress of the works and ensure their conformity with the drawings, contract documents, acceptable engineering practices and the terms and conditions of the contract agreement. The consultant may issue instructions to the contractor to abide by the terms and conditions of the contract agreement and / or require him to comply with the specifications and standards.
- Approve the detailed workshop drawings proposed by the contractor, subcontractors or suppliers before commencement of execution.
- Provide the contractor with all necessary clarifications pertaining to the contract documents in order to ensure the satisfactory completion of the project.
- Approve the samples of materials supplied by the contractor for use in the project and endure their soundness and validation with the standards and specifications.
- Inspect the materials and their workmanship and order all necessary tests to be carried on them.
- Apply to the concerned authorities as per the applicable procedures to obtain their approval for any amendments / variations agreed upon in writing between the UNDP and contractor.
- Review the contractor's claims and submit his recommendations to the UNDP.
- Carry out the final inspection of the works, issue final acceptance certificates and prepare the final settlement account and contractor's due payment to UNDP.
- Inspection of all works, construction materials and work procedures to be used at the site and all equipment delivered to the site to ensure that it is done in compliance with the Contract Plans and Specifications (Quality)
- Inform UNDP of the progress of works and compliance with agreed documentation through weekly and monthly reports. (Reporting)
- Review of project schedules; review and approval of shop drawings; review and recommend contractor's invoices payment; process change orders (time schedule & drawings & change orders, payments)

- Respond to request for information, carry out all the inspections necessary to compile a list of minor defects or omissions in works for the contractor to rectify and confirm such rectification, and carry out all project closure activities including collection and certification of all as-built drawings. (RFIs, quality, close out, designs)
- The Consulting Firm shall provide professional staff knowledgeable in providing construction monitoring and supervision services on all construction civil, electrical and mechanical related works, controls and systems projects. (quality, day-to-day monitoring)
- Submit a detailed work-plan and personnel work schedule (Calendars of actions, Milestones, resources), as well as methodology and approach for the entire assignment.
- Provide Post-construction services which cover contract completion responsibilities including inspection of completed works, certification, upon request advise on the resolution of outstanding claims, if any, etc., ancillary activities and responsibilities during the defect's liability period.
- Use of satellite imagery to track the construction work sites as one the verification means by the consulting company. This should be done in close coordination with UNDP satellite mapping/imagery team.
- Other services as may be required to furnish complete construction monitoring and supervision services of the highest quality.

a. **General Duties:** Supervisory works include but are not limited to:

1. Be present at the Site handover from the end-user committee to the contractor.
2. Keep for the record the Site handover notice issued by the end-user committee to the Contractor.
3. Administer the Contract for Construction Works, approve the materials and quality of the works in accordance with the contract;
4. Keep for the record the Contractors' shop drawings, working drawings including variations thereof, approve the setting-out of the works and give instructions to the contractor(s) in this regard;
5. Check systematically the progress of works, examine and attend the measurement of any work and installation, and order, if required, redoing of unsatisfactory works/installation; ascertain and determine by measurement the value of the works in accordance with the Contract(s);
6. Provide site supervision and contractor liaison including supervision of day-to-day construction works and their installation to ensure that the standard of materials and workmanship comply with the design specifications and contract documents. The Consulting Firm should provide the necessary supervisory staff to be employed during the period of implementation in executive and supervisory capacities in respect of the construction contracts.
7. Advise the UNDP on all matters related to the execution of the contract(s).
8. Verify and keep for the Record the "as built drawings" supplied by the Contractor(s) and deliver them to the UNDP,
9. Verify and check for completeness and correctness all documents necessary for the final hand over (shop drawings, as build drawing, protocols, certificates, warranties and all necessary documents) and assist the UNDP to handover to the end-user the completed Works.
10. Organize periodic/regular progress meetings with the Contractor(s) to discuss progress and quality of works; and resolve any pertaining problems. During these meetings, formal minutes will be taken by the Consulting Firm and distributed to UNDP and the Contractor and included in the reports.
11. Issue of Instructions to the Contractor(s) - These services will relate to the fulfilment of the contractor(s)' duties from drawing up and approval of the work program till the

completion of works. The services will include issuing field instructions in writing as required relating to:

- Quality of materials used in the works.
 - Equipment and methods of construction.
 - Supervision, checking and testing of works carried out.
 - Clarification of drawings and specifications.
 - Progress of works to ensure that the work program is adhered to.
 - The Consulting Firm shall not give any instructions which in its opinion are likely to increase the cost of works without the prior approval of UNDP.
12. The Consulting Firm will keep UNDP continuously informed on the progress of the works, and all budgetary and financial matters pertaining to the project, by submitting to UNDP the following reports:
- Weekly and Monthly progress reports which will record the progress achieved by the Contractor during the reporting period including: information on measurements of works executed, equipment and material supplied to site, used and/or stored; quality tests on earthworks, concrete works, construction materials and equipment; labor force; variation orders if any; payments made to the Contractor(s); acceptance tests of structures; problems encountered and recommendation made by the Consulting Firm; photographs recording the progress of work.
 - Final report on completion of works and/or Consulting Firms' assignment. The Consulting Firm will prepare and advice on the issue of the Interim and Final Hand-Over Certificates.
13. The Consulting Firm will be responsible for the issuing of Interim and Final Certificates of completion to certify to UNDP that the quantities and quality of works completed and equipment delivered, etc., meet all the aspects as follows:
- Approves the Certificate of Substantial completion for every interim payment and Final Certificate of Completion for the Final payment
 - Certifies that the quality and quantity of all works were completed in compliance with the approved Design Documentation. Any potential deviations are properly recorded and have been approved in advance by the end-user technical committee and UNDP engineer.
 - Certifies that all equipment has been delivered and installed in accordance with the BoQ and in accordance to the Technical Specifications. Any potential deviations are properly recorded and have been approved in advance by the end-user technical committee and UNDP engineer.
 - Certifies that all equipment and all electrical and mechanical systems and installations have been properly tested and commissioned in accordance with all applicable standards and regulations and are safe and fully operational.
14. The Consulting Firm shall provide UNDP Yemen with independent verification that the works have been completed in accordance with specified requirements.

b. Progress of Works Duties (Compliance with Time Schedule)

1. Approve the Contractor(s)' work programs and the sources of materials/equipment; The Contractor(s)' proposed implementation schedule shall be reviewed thoroughly by the Consulting Firm. Interrelations between the various activities shall be carefully reviewed particularly with respect to time allocations, commencement and completion dates. At the end of this procedure, an agreed implementation schedule should be provided by the contractor(s) to the satisfaction of all parties.
2. Supervises compliance against the Approved Detailed Time Schedule
3. Advice to UNDP on Progress of Works - It is of utmost importance that the progress of the Works be in accordance with the programmed implementation schedule since the

timely implementation of the project necessitates the strict adherence to the approved timetable. The Consulting Firm will keep UNDP advised continuously as to work progress. If any deviation from the implementation schedule occurs, the Consulting Firm will inform UNDP about the necessary measures to be taken to avoid delay of the project.

c. Quality of Works Duties

1. Approves Quality Control Plan.
2. Supervises that the quality of all construction works and deliverables are in compliance with the design, technical specifications and technical standards.
3. Checks the production certificates for goods and certifies the compliance with technical specifications, their transportation and/or storage and Issues Compliance Certificates.
4. The Consulting Firm will check, approve, reject and record, as the case may be, inter alia, the following:
 - Contractor(s)' construction plant and equipment
 - Materials and equipment incorporated in the works
 - Material testing, procedures and results
 - Construction of site works: concrete and other structures and installations, finishing, for all civil, mechanical and electrical works as well as other utilities as required.
5. The Consulting Firm will review and approve all methods proposed by the Contractor for permanent and temporary works, formwork, etc. to ensure conformity with construction contracts and that the work can be carried out safely and in accordance with recognized and accepted practices.
6. Inspect the performance of works and equipment in compliance with specifications, order, supervise or perform tests on materials/equipment, and approve or disapprove the contractor's plant and machinery.
7. Order the removal of improper or substandard works/equipment and expose work which has been covered without permission.
8. Supervises Testing and Commissioning for all installed systems as required.
9. Maintains Snag lists, ensures all items are completed - carries out all the inspections necessary to compile a list of minor defects or omissions in works for the contractor to rectify and confirm such rectification.
10. At all stages of implementation, the Consulting Firm shall carry out regular inspection of materials and workmanship and acceptance tests on his own cost to ensure compliance with the specifications. Where work on site at any time during the implementation does not meet the requirements of the specifications, it shall be removed or rectified.
11. Carry out inspection at the time of substantial completion of the works and arrange, for issue of the Hand-Over Certificate in coordination with UNDP.
12. Undertake periodic inspections during the Defects Liability Period and notify the UNDP and Contractor of any defect on the construction works, and supervising their repair. Following the expiry of the Defects Liability period, arrange for issuing the Final Hand-Over Certificate in coordination with the Beneficiary.

d. Cost Control Duties

1. Check Contractors' invoices, claims and other statements with respect to arithmetical errors and compliance with the contract(s), issue interim certificates for payments, and certify completion of parts and/or the totality of the works.
2. Reviews and gets familiar with the BOQs which will be provided by the Contractor prior to start of works on site.
3. Maintains the payment schedule (with amounts and with expected due dates).

4. Approves completed works – Issues Certificate of Substantial Completion prior to every payment.
5. The Consulting Firm shall, in parallel with the Contractor(s), make field measurements of all works done, which will be required for checking and certifying the Contractor(s)' invoices.
6. Certify all of the Contractor(s)' interim statements and final statement within the time specified in the contract and forward to the UNDP for arranging payment.
7. The Consulting Firm shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractor(s), and all materials and equipment supplied to the site.

e. Variation Orders Management

1. All Variation Orders should be discussed with UNDP Engineers in order to decide the engagement of each party and to certify the process.
2. Once the process route for each variation Order is decided by UNDP the Consulting Firm will be responsible for gathering all necessary information from Contractor, designer or their internal team.
3. The Consulting Firm will keep Records of all Variation Orders and monitor the total contract costs.
4. The Consulting Firm shall verify and recommend on Variation orders and respective Bills of Quantities and provide them to UNDP for further certification and processing.

f. Health and Safety on Site & Sustainability and Environment (HSE) on site

During construction, the Consulting firm will be responsible for monitoring the Contractor's compliance with all contract clauses addressing environmental and social impact mitigation, to be carried out under the purview of the General Safety, Health and Environmental Regulations. For this purpose, the Consultant will provide the following services:

1. Approves HSE Plan and supervises compliance with the plan on Site.
2. Ensure that operational safety is met before the Contractor(s) commence the works and issue any instruction/requirement in that respect.
3. Supervise the Contractor(s) in all matters concerning safety and care of the works, and direct operations in case of an emergency situation affecting the safety of life, of the works, or of adjoining property.
4. Ensure the implementation of the environmental and social management/mitigation plans by the Contractor(s).
5. Conduct risk assessment for each sub-project site to identify potential hazards and risks and develop corresponding risk control measures.
6. Monitor and review the H&S systems and control measures such the use of Personal Protective Equipment

g. Providing Post-Construction services

The Consultant is expected to provide Post-construction services which cover contract completion responsibilities including inspection of completed works, certification, advise on the resolution of outstanding claims, etc., ancillary activities and responsibilities during the defect's liability period.

1. Liaise with UNDP to ensure a smooth programme to the handover and full operational use of the project.
2. Ensure that complete as-built drawings are made available and delivered to the UNDP.
3. Identify and ensure that all necessary remedial works are carried out during the Maintenance Period in accordance with the Contract.

4. Advise UNDP on the final account with the Contractor and issue completion and final certificates in accordance with the terms of the Contract.

4. Contract Type:

UNDP may sign maximum of four Long-Term Agreements (LTAs) per each lot (sector) for a period of one year extendable up to three years based on the performance and need.

The LTA(s) will be managed by competition among the LTA holders (mini competitions) for each request.

For each request (assignment), UNDP will share TOR (scope of work of the assignment) with the LTA holders. The selection will be based on the criteria set in the TOR (scope of work of the assignment).

UNDP will sign a Contract for Professional Services (Call-off contract) with the selected Consulting Firm for each request (assignment).

5. Obligations of Contractor

The Consulting Firm shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe and effective equipment, machinery, materials and methods.

The Consulting Firm shall exercise all reasonable care to protect the interests of the UNDP, to ensure the timely completion of services.

The Consulting Firm will be responsible for providing the required team of qualified experts and resources capable to perform the services.

The Consulting Firm will be responsible to ensure that the services provided to UNDP shall not be shared with any Contractor that could ultimately lead toward leakage of internal information to other potential contractor. Such action will severely impact the agreement and lead toward termination and imposing a penalty on the Consulting Firm.

6. Services to be provided by UNDP:

UNDP will facilitate the access to the selected governorates to conduct any site-visits and will provide feedback to any inquiry regarding any specific requirements.

UNDP will appoint a focal point for each assignment through whom all requests for information, guidance and assistance should be addressed and provided, including liaison with other UNDP and National departments and access to any relevant data that is not classified as restricted.

Other personnel from the UNDP's organization to be assigned to the project shall be as agreed during the pre-contact meeting.

7. Fee Proposal:

The Proposer shall submit a financial offer detailing the costs of the services as per the template provided in price schedule. The rates shall be valid for the whole LTA duration.

8. Minimum Qualifications Requirements:

a. Qualifications of participating Firms: The Consulting Firm should have the following minimum qualifications:

1. Proven track record in undertaking works of similar nature during the last ten (10) years; Provide evidence of past similar projects, including contact references (company, contact person, email address and telephone number).
2. The Consulting Firm has successfully provided Design and construction Consulting Services for at least three projects with at least one with a minimum project value one (1) Million USD in the last 10 years.
3. Ability to work in Yemen Governorates.
4. Provide company registration certificates and provide copies of documents declaring eligibility to work in Yemen.
5. Professional expertise and excellent background in civil, mechanical and electrical works planning and execution, interior and engineering designs, monitoring and supervision of civil, mechanical and electrical works, construction systems and procedures, and latest trends in the design and monitoring of the construction activities. Hands-on exposure in construction design and monitoring contracts.
6. Provide Company Capability Statement and Company Profile Information including company expertise, past project experience, ongoing projects, number of staff and their expertise.

b. Human Resources

1. The Consulting Firm shall be responsible for performing all the duties and responsibilities mentioned in the above tasks under Scope of Work and as are defined and required in the pertinent sections of the Terms of Reference.
2. The Consulting Firm shall provide, for the duration of the entire assignment activities, all experts technical advice and skills, which are normally required for the entire consultancy services in which they will be engaged under the assignment.
3. The Consulting Firm shall assemble a detailed design team of experts who are experienced in the design, tender documents and supervision.
4. In particular, the Consulting Firm staff shall have extensive expertise in designing civil, structural, mechanical, electrical, process, instrumental & telemetry, infrastructure and all other works of international calibre in the required fields.
5. The Consulting Firm shall provide only one Curriculum Vitae CV for each position.
6. All staff has to be approved by UNDP. It is the right of the UNDP to withdraw, at any time, any approval for such staff if found to be unsuitable or otherwise not desirable, in which case the person or persons in question shall be replaced by others approved by the UNDP.
7. The proposed Consulting Firm minimum staff required for carrying out the assignment is mentioned in the personnel table. The Consulting Firm should review the assignment and determine what personnel are needed to complete the Works. It is to be noted that any staff member, other than those mentioned below, found to be needed for the assignment is to be included in the person-month costs of the proposal.
8. Each member of staff shall be appointed for a period determined by the requirements of the assignment and approval by the UNDP.
9. UNDP reserves the right to require the Consulting Firm, at any time, to change the formation of the staff to ensure the quality of the work.
10. To be able to perform the required duties during the entire assignment duration, the Consulting Firm shall provide an independent local office. This office shall be fully equipped with the necessary telephone, internet server, photocopiers, computers, printers, plotters, etc

- c. **Experts Requirement:** The minimum required experience of proposed staff is as indicated in the personnel table below.

- **Core Experts:** the following are the common experts for all lots (sectors):

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional experience	Language qualification
1	Civil Engineer-Team Leader/Project management	Bsc civil engineering, Msc Construction management	10 years construction management	Managing similar projects for 3 years	3 years in Yemen	Excellent English and Arabic
2	Engineer-Quantity Surveyor BOQs and Costing	Bsc Engineering	5 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
3	Geotechnical Engineer	Bsc civil Engineering	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
4	Electrical Engineer-security systems	Bsc Electrical Engineering	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
5	Civil Engineer-Health & Safety	Bsc civil engineering	5 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
6	Civil Environmental Engineer	Bsc civil engineering	5 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
7	Certified Surveyor	Bsc Surveying	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
8	Procurement Expert	Related Bachelor degree	7 years experience	3 years experience in similar projects	3 years in Yemen	Excellent English Excellent Arabic

- **Lot1: Building and Services Sector:** in addition to the Core Experts above, the following experts are required:

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional Experience	Language qualification
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1	Architect-Building design	Architect	7years experience	3 years experience in similar projects	3 years in Yemen	Excellent English Excellent Arabic
2	Architect-Urban Planner	Architect	7years experience	3 years experience in similar projects	3 years in Yemen	Excellent English Excellent Arabic
3	Architect-Heritage & Restoration	Msc Cultural Heritage	10 years experience	3 years experience in similar projects	3 years in Yemen	Excellent English Excellent Arabic
4	Civil Engineer-Structural	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
5	Electrical Engineer-light & power, low voltage	Bsc Electrical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
6	Mechanical Engineer-Plumbing/sanitary and HVAC	Bsc Mechanical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
7	Mechanical Engineer-Medical Gas systems	Bsc Mechanical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic

- **Lot2: Water and Wastewater Sector:** in addition to the Core Experts above, the following experts are required:

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional experience	Language qualification
1	Civil Engineer-Hydraulics	Bsc Civil Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
2	Civil Engineer-structural (tanks& reservoirs)	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
3	Mechanical Engineer-pumps & transmission lines	Bsc Mechanical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
4	Electrical Engineer-controls	Bsc Electrical Engineer	7 years experience	3 years experience in	3 years in Yemen	Medium English

				similar projects		Excellent Arabic
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- **Lot3: Roads and Highways Sector:** in addition to the Core Experts above, the following experts are required:

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional experience	Language qualification
1	Civil Engineer-pavement design	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
2	Civil Engineer-highway traffic engineer	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
3	Civil Engineer-drainage & storm-water	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
4	Electrical Engineer-networks & lighting	Bsc Electrical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic

- **Lot4: Power Generations and Transmission Sector:** in addition to the Core Experts above, the following experts are required:

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional experience	Language qualification
1	Electrical Engineer-Power generation	Bsc Electrical Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
2	Electrical Engineer-Power transmission & distribution	Bsc Electrical Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
3	Electrical Engineer-Renewable Energy Plants	Bsc Electrical Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic

- **Lot5: Ports and Airports Sector:** in addition to the Core Experts above, the following experts are required:

No	Expertise by Sector	Academic Qualification	General Experience	Specific Experience	Regional experience	Language qualification
1	Civil Engineer-Maritime port expert	Bsc Civil Engineer	10years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
2	Electrical Engineer-Electronics & control	Bsc Electrical Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
3	Civil Engineer-structural	Bsc Civil Engineer	7 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
4	Telecommunication Engineer-Radar Systems	Bsc Electrical Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic
5	Civil Engineer-airport pavement design	Bsc Civil Engineer	10 years experience	3 years experience in similar projects	3 years in Yemen	Medium English Excellent Arabic

9. Periods for Approval by the UNDP

UNDP will make comments on and/or give approvals, subject to incorporation of any comments, for submittals within 14 days from receiving them, and within 30 days for the final submittal of each deliverable. It is understood that time is of the essence for all parties involved.

10. Property of Documents

1. All reports, plans, drawings, documents, data, etc. prepared or submitted by the Consulting Firm about this TOR shall be and shall remain the full property of the UNDP and beneficiary. The final reports, drawings, specifications and all related documents shall follow international standards and will be a property of the UNDP, and will be handed over to the stakeholders.
2. While in the custody of the Consulting Firm, the said documents shall be fully safe-guarded and treated as confidential and shall not be copied or their contents divulged to any third party without the written approval of the UNDP.

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	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
	<input type="checkbox"/>
	<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 sealed envelope/password protected email)

▪ 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

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]
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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

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> 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 10 years	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	[INSERT]
EDUCATION/ QUALIFICATIONS	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]

	[INSERT]
PROFESSIONAL CERTIFICATIONS	<p>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</p> <hr/> <ul style="list-style-type: none"> ▪ NAME OF INSTITUTION: [INSERT] ▪ DATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/ EXPERIENCE	<p>[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.]</p> <hr/> <p>[INSERT]</p>

REFERENCES

[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]

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 in separate from the Technical Proposal as indicated in the Instruction to Bidders (para 20 – Financial Proposal and para 22-eTendering submission”. 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.

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices (each Lot shall have one table)

	Amount(s)
Professional Fees (Core Expert) – Table 2	
Professional Fees (Lot Expert) – Table 3	
Lot x: -----	
Others (if any)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees (Core Expert)

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate (amount)	Weight out of 333 Points	Total Amount (for comparison purpose)
			A	B	C=AxB
1		Civil Engineer-Team Leader/ Project management		100	
2		Engineer-Quantity Surveyor BOQs and Costing		42	
3		Geotechnical Engineer		33	
4		Electrical Engineer-security systems		33	
5		Civil Engineer-Health &Safety		33	
6		Civil Environmental Engineer		33	
7		Certified Surveyor		33	
8		Procurement Expert		26	
			Subtotal Professional Fees:		

(*) Daily Fees Rate: the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.

Table 3: Breakdown of Professional Fees

Lot1: Building and Services Sector

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate	Weight out of 667 Points	Total Amount
			A	B	C=AxB
1		Architect-Building design		117	
2		Architect-Urban Planner		83	
3		Architect-Heritage & Restoration		67	
4		Civil Engineer-Structural		167	
5		Electrical Engineer-light & power, low voltage		83	
6		Mechanical Engineer-Plumbing/sanitary and HVAC		83	
7		Mechanical Engineer-Medical Gas systems		67	
Subtotal Professional Fees:					

(*) Daily Fees Rate: the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.

Lot2: Water and Wastewater Sector

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate	Weight out of 667 Points	Total Amount
			A	B	C=AxB
1		Civil Engineer-Hydraulics		250	
2		Civil Engineer-structural (tanks& reservoirs)		200	
4		Mechanical Engineer-pumps & transmission lines		133	
5		Electrical Engineer-controls		84	
Subtotal Professional Fees:					

(*) Daily Fees Rate: the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.

Lot3: Roads and Highways Sector

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate	Weight out of 667	Total Amount
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			Points		
			A	B	C=AxB
1		Civil Engineer-pavement design		250	
2		Civil Engineer-highway traffic engineer		167	
3		Civil Engineer-drainage & storm-water		167	
4		Electrical Engineer-networks & lighting		83	
Subtotal Professional Fees:					

(*) **Daily Fees Rate:** the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.

Lot4: Power Generations and Transmission Sector

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate	Weight out of 667 Points	Total Amount
			A	B	C=AxB
1		Electrical Engineer-Power generation		250	
2		Electrical Engineer-Power transmission & distribution		250	
3		Electrical Engineer-Renewable Energy Plants		167	
Subtotal Professional Fees:					

(*) **Daily Fees Rate:** the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.

Lot5: Ports and Airports Sector

No	Expert Name (CV shall be submitted)	Position / Title	(*) Daily Fee Rate	Weight out of 667 Points	Total Amount
			A	B	C=AxB
1		Civil Engineer-Maritime port expert		167	
		Electrical Engineer- Electronics & control		133	
		Civil Engineer-structural		150	
2		Telecommunication Engineer-Radar Systems		117	
3		Civil Engineer-airport pavement design		100	
Subtotal Professional Fees:					

(*) Daily Fees Rate: the rate shall be all-inclusive and taking into account various expenses expected including the expert professional fees, insurance, tax, social security, consulting firm overhead, etc.