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## **REQUEST FOR PROPOSAL**

### **The Provision of Third Party Monitoring Agent**

RFP No.: **RFP-YEM-0044-2019** And e-Tendering Event ID: 0000004246

Project: **Yemen Emergency Crisis Response Project**

Country: Yemen

Issued on: 20 August 2019

# Contents

<b>SECTION 1. LETTER OF INVITATION.....</b>	<b>4</b>
<b>SECTION 2. INSTRUCTION TO BIDDERS .....</b>	<b>5</b>
<b>A. GENERAL PROVISIONS .....</b>	<b>5</b>
1. Introduction .....	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility .....	5
4. Conflict of Interests .....	6
<b>B. PREPARATION OF PROPOSALS .....</b>	<b>6</b>
5. General Considerations .....	6
6. Cost of Preparation of Proposal.....	6
7. Language.....	6
8. Documents Comprising the Proposal .....	6
9. Documents Establishing the Eligibility and Qualifications of the Bidder .....	7
10. Technical Proposal Format and Content .....	7
11. Financial Proposals .....	7
12. Proposal Security .....	7
13. Currencies .....	8
14. Joint Venture, Consortium or Association .....	8
15. Only One Proposal .....	9
16. Proposal Validity Period .....	9
17. Extension of Proposal Validity Period .....	9
18. Clarification of Proposal.....	9
19. Amendment of Proposals .....	9
20. Alternative Proposals .....	10
21. Pre-Bid Conference .....	10
<b>C. SUBMISSION AND OPENING OF PROPOSALS .....</b>	<b>10</b>
22. Submission .....	10
23. Deadline for Submission of Proposals and Late Proposals.....	11
24. Withdrawal, Substitution, and Modification of Proposals .....	11
25. Proposal Opening.....	12
<b>D. EVALUATION OF PROPOSALS .....</b>	<b>12</b>
26. Confidentiality.....	12
27. Evaluation of Proposals.....	12
28. Preliminary Examination .....	12
29. Evaluation of Eligibility and Qualification .....	12
30. Evaluation of Technical and Financial Proposals.....	13
31. Due Diligence .....	13
32. Clarification of Proposals .....	14
33. Responsiveness of Proposal .....	14
34. Nonconformities, Reparable Errors and Omissions .....	14
<b>E. AWARD OF CONTRACT.....</b>	<b>15</b>
35. Right to Accept, Reject, Any or All Proposals.....	15
36. Award Criteria .....	15
37. Debriefing .....	15
38. Right to Vary Requirements at the Time of Award .....	15
39. Contract Signature .....	15
40. Contract Type and General Terms and Conditions .....	15
41. Performance Security .....	15
42. Bank Guarantee for Advanced Payment.....	15
43. Liquidated Damages .....	16
44. Payment Provisions.....	16
45. Vendor Protest.....	16
46. Other Provisions .....	16
<b>SECTION 3. BID DATA SHEET.....</b>	<b>17</b>

**SECTION 4. EVALUATION CRITERIA .....22**

**SECTION 5. TERMS OF REFERENCES (SECTION 5) & GEOGRAPHIC AREAS BY LOTS (ATTACHMENT-1, EXCEL FILE) .....28**

**SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST .....40**

**FORM A:** TECHNICAL PROPOSAL SUBMISSION FORM .....42

**FORM B:** BIDDER INFORMATION FORM .....43

**FORM C:** JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM .....44

**FORM D:** QUALIFICATION FORM.....45

**FORM E:** FORMAT OF TECHNICAL PROPOSAL.....48

**FORM F:** FINANCIAL PROPOSAL SUBMISSION FORM.....50

**FORM G:** FINANCIAL PROPOSAL FORM:..... **ERROR! BOOKMARK NOT DEFINED.**

## Section 1. Letter of Invitation

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

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

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

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

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

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

Issued by:



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Name: AbdulRaheem ALMEKHLAFI  
Title: Procurement Associate  
Date: **August 20, 2019**

Approved by:



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Name: Samira Alfarah  
Title: Head of Procurement  
Date: **August 20, 2019**

## Section 2. Instruction to Bidders

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

<b>4. Conflict of Interests</b>	<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"> <li>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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>5. General Considerations</b>	<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>
<b>6. Cost of Preparation of Proposal</b>	<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>
<b>7. Language</b>	<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>
<b>8. Documents</b>	<p>8.1 The Proposal shall comprise of the following documents:</p>

<b>Comprising the Proposal</b>	<ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<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>
<b>10. Technical Proposal Format and Content</b>	<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>
<b>11. Financial Proposals</b>	<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>
<b>12. Proposal Security</b>	<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"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails:</li> </ul>

	<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>
<b>13. Currencies</b>	<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>
<b>14. Joint Venture, Consortium or Association</b>	<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>



<b>15. Only One Proposal</b>	<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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>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;</li> <li>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</li> <li>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.</li> </ul>
<b>16. Proposal Validity Period</b>	<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>
<b>17. Extension of Proposal Validity Period</b>	<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>
<b>18. Clarification of Proposal</b>	<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>
<b>19. Amendment of Proposals</b>	<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.
<b>20. Alternative Proposals</b>	<p>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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<b>21. Pre-Bid Conference</b>	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.
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>22. Submission</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> </ul>

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

	<p>Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<b>25. Proposal Opening</b>	<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>
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<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>
<b>27. Evaluation of Proposals</b>	<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"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	<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>
<b>29. Evaluation of Eligibility and Qualification</b>	<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"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial</li> </ol>

	<p>resources to perform the contract and all existing commercial commitments,</p> <ul style="list-style-type: none"> <li>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;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical and Financial Proposals</b>	<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 style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<b>31. Due Diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the</p>

	<p>following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Proposals</b>	<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>
<b>33. Responsiveness of Proposal</b>	<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>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<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"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction</li> </ul>

	<p>of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Proposals</b>	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.
<b>36. Award Criteria</b>	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.
<b>37. Debriefing</b>	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.
<b>38. Right to Vary Requirements at the Time of Award</b>	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.
<b>39. Contract Signature</b>	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.
<b>40. Contract Type and General Terms and Conditions</b>	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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	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



	<a href="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&amp;action=default">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&amp;action=default</a>
<b>43. Liquidated Damages</b>	<p>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.</p>
<b>44. Payment Provisions</b>	<p>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.</p>
<b>45. Vendor Protest</b>	<p>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:</p> <p><a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<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</p> <p><a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></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
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will be Conducted: <ul style="list-style-type: none"> <li>On 27 August 2019 at 11: 00am;</li> <li>In UNDP Yemen Country Office, at conference Room</li> <li>The queries and answered will be published in e-Tendering Portal as well all the websites where the bid is advertised</li> </ul>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Required in an amount of USD 5,000 <ul style="list-style-type: none"> <li>The bid security shall be valid for 120 days from the deadline for bid submission;</li> </ul> The Bid Security Shall be submitted in the form of: <ul style="list-style-type: none"> <li>Bank Guarantee issued by a reputable bank; OR</li> <li>Cashiers Check / or Certified Check Issued by a reputable bank.</li> </ul>
7	41	Advanced Payment upon signing of contract	20% of call-off contract value can be paid as consultancy start-up cost against the bank guarantee in equivalent or higher amount for the location outside Sana'a
8	42	Liquidated Damages	Will be imposed as follows: <ul style="list-style-type: none"> <li>Percentage of milestone payments per day of delay: 0.5% of each milestone payment (value) for delays beyond milestone completion timeline stated in call-off contracts;</li> </ul>

			<ul style="list-style-type: none"> <li>Max. number of days of delay: 14 days beyond milestone completion timeline, after which UNDP may terminate the contract at its own discretion.</li> </ul>
9	40	Performance Security	<p>Required: 10% of Contract Value, when call-off contracts are signed.</p> <ul style="list-style-type: none"> <li>Within fifteen (15) days of the contract signature by both parties.</li> <li>Using the template provided by UNDP;</li> <li>Issued by a Reputable Bank;</li> <li>Valid for 30 days beyond the call-off contract validity</li> </ul>
10	18	Currency of Proposal	<ul style="list-style-type: none"> <li>Local currency; or</li> <li>United States Dollar; or</li> <li>Any other convertible currency;</li> </ul> <p>However, the contract will be signed in the currency that the proposer selects in quoting the price in their proposal.</p> <p><b>Method for Currency Conversion:</b> UN Operational Rate of Exchange (UNORE) prevailing on: Bid Closing Date</p>
11	31	Deadline for submitting requests for clarifications/ questions	10 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: UNDP Yemen Procurement Unit Address: 60st near the Ministry of Human Right,Sana'a ,Yemen</p> <p>E-mail address: <a href="mailto:procurement.yemen@undp.org">procurement.yemen@undp.org</a></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>The queries raised by all the proposers or bidders will be consolidated and UNDP responses will be published in the form of Bid Bulletin within e-Tendering portal as well as in all the portals where bid is advertised (e.g. UNDP Yemen local website, UNDP Procurement Notice, UNGM etc.)</p> <p>It is the responsibility of bidders to open and read the bid-bulletins from one of the above portals and modify their bid as required. UNDP does not take any responsibility for lack of up-to-date bid.</p>
14	23	Deadline for Submission	<p>Date and Time: As specified in the e-Tendering system (note that time zone indicated in the system is New York Time zone).</p> <p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing</li> </ol>

			<p>time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Submit your bid a day prior or well before the closing date/time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
14	22	Allowable Manner of Submitting Proposals	<p><input checked="" type="checkbox"/> Into e-Tendering Portal</p> <p>Please refer to the attached <b><u>e-Tendering User Guide for Bidders</u></b> which describes the entire process from registration to bid submission to contract award notification.</p> <p>Also refer to this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
15	22	Proposal Submission Address	<p><input checked="" type="checkbox"/> e-Tendering Portal</p> <p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p><u>e-Tendering Event ID number: 0000004246</u></p>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only;</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard;</li> <li>▪ All files must be free of viruses and not corrupted;</li> <li>▪ Password for financial proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 (<i>for email submission only</i>)  <i>Password will be asked only from the bidders whose technical proposals are technically responsive and score the minimum pass marks;</i></li> <li>▪ Max. File Size per transmission: 5MB; and</li> <li>▪ Mandatory subject of e-Tendering: Event ID <u>NO 0000004246</u> / RFP-YEM-44-2019. Please use this subject, in case if you have enquires by email also.</li> </ul>
17	27 36	Evaluation Method for the Award of Contract	<p><b><u>Evaluation:</u></b> The received proposals will be evaluated using the Criteria stated in the Technical Evaluation Table.</p> <p>Technical evaluation will be done after screening the proposals applying eligibility and Qualification criteria stated in <u>Section 4</u>.</p> <p>The minimum technical score required to pass the technical assessment is 70% out of full marks.</p>

			<b><u>Contract Award Criteria:</u></b> Technically Qualified lowest bidder.
18		Expected date for commencement of Contract	October 20, 2019
19		Maximum expected duration of contract	<ul style="list-style-type: none"> <li>Maximum 3 years: This is a Long Term Agreement, it will be valid for 1 year initially, which may be extended for another 2 years subject to satisfactory performance of the LTA holder (service provider)</li> </ul>
20	35	UNDP will award the contract to:	<p>One Proposer Only</p> <ul style="list-style-type: none"> <li>Technically qualified proposer whose price proposal, among the technically qualified ones, which is lowest;</li> </ul>
21	39	Type of Contract	<p>Long Term Agreement (LTA):</p> <ul style="list-style-type: none"> <li>Fixed Price LTA with one firm</li> </ul> <p>The LTA template is attached for the ease of reference by the Bidders (Annex 3 )  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p> <ul style="list-style-type: none"> <li>Call-off contracts and corresponding PO will be issued to the most qualified bidder for the call-off contract for the sites to be monitored during the time of actual execution of the Contract.</li> </ul>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services (GTC)</p> <p>Please see the GTC attached as <u>annex 2</u>  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p> <p><i>Additionally,</i></p> <ul style="list-style-type: none"> <li><i>The quoted price shall remain valid for 3 years;</i></li> <li><i>LTA will be awarded to One Proposer/s based on contract they win;</i></li> <li><i>Call-offs will be made out of the LTA by signing the Contract (s) for Services;</i></li> <li><i>Duration to complete the project will be maximum of 45 days per site;</i></li> <li><i>Contract value will be calculated in line with the procedures set out in the Price Proposal template</i></li> </ul>

23	Other Information Related to the RFP	<ol style="list-style-type: none"><li>1. This is the Provision for Third Party Monitoring Services</li><li>2. Prices shall be quoted as specified in the Price Proposal Template and keeping in mind the TOR required;</li><li>3. LTA scope covers all the locations within Yemen, but exact service delivery location for each call-off contract will be decided for the winner depending on where the task will be necessary for UNDP Yemen;</li><li>4. <u>Disclaimer Clause</u>: UNDP holds the right whether or not to award any or all contracts to winning bidder/s without assigning any reason whatsoever.</li></ol>
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## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

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

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

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity. <b>Years of Establishment as Service Providing Organization. Must have the valid registration certificate for the past 4 years</b>	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	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
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

<sup>1</sup> 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

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 4 years of relevant experience, i.e. TPM services	Form D: Qualification Form
	Minimum 2 TPM Contracts managed over the last 5 years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Bid Security of USD5,000 is submitted in original as specified in Bid Data Sheet	Form D: Qualification Form
<b>Experience in Yemen</b>	Minimum 2 TPM Contract managed and supervised within Yemen between 2015 to 2019	Submit copies of all Contracts signed with Clients between this period

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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.

## Technical Evaluation Criteria

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

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing  <i>[Minimum 4 years of experience in the relevant business. Positive reference from the clients, nature and relevance of the projects previously undertaken by the organization's staff, growth of the organization and cost efficiency for the service delivery etc.]</i>	70
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted  <i>[Availability of established and working teams in the ground for immediate deployment,</i>	100
1.3	Relevance of specialized knowledge and experience on similar engagements done in the country:  <i>[Size of the TPMA contracts managed in Yemen, ability to make the necessary correspondences such as mobilization order, entry permission etc. in relation to the construction on behalf of Employer ]</i>	100
1.4	Quality assurance procedures and risk mitigation measures:  <i>[The suitability and relevance of the quality assurance procedures proposed, appropriateness of the risks identified and mitigating measures applied. The level of assurance provided to determine that quality and timeliness (projects implemented in various locations) in the project output delivery will be met despite geographical spread of the project sites]</i>	80
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -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  <i>Number of available certificates related to sustain abilities as part of the proposal</i>	50



<b>Total Section 1</b>	<b>400</b>
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<b>Section 2. Proposed Methodology, Approach and Implementation Plan</b>		<b>Points obtainable</b>
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?	70
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	80
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	40
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	50
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	30
<b>Total Section 2</b>		<b>300</b>

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Qualifications of key personnel proposed <i>(must be equivalent or of superior credentials stated in the TOR)</i>		
3.1a	Team leader		90
	<p>Master's degree with 10 years relevant experience in team management and facilitating service delivery of large contracts; Extensive understanding of the local context in Yemen, fluency in both English and Yemeni Arabic, and proven capacity to make use of technology (word processing, excel, etc.).</p> <p>Team Leader engaged for this assignment should have experience with monitoring, reporting and evaluation of humanitarian interventions on behalf of multilateral and bilateral organisations and NGOs in Yemen and excellent English writing skills. Effective and timely communication and reporting skills.</p>	40	
	Or Bachelor's degree in any discipline/faculty of study with 10 years of project management experience	25	
	- including the supervision of technical staff and managing client relations	25	
3.1 b	Third Party Monitors		120
	<p>University degree preferable in the field of social sciences, environmental engineering or sciences, statistics, economics, research methods, science, administration, business, etc. At least five CVs of individual proposed staff to be attached to the proposal.</p> <p>Monitors engaged for this assignment should have at least three years' experience in reviewing and monitoring humanitarian projects in the following areas: Employment generation, Livelihoods, WASH, Nutrition, Protection, Education, Health, Food Security, and Early Recovery.</p> <p>Gender balance amongst TPM monitors is mandatory.</p> <p>Extensive understanding of the local context in Yemen, knowledge of local culture and languages spoken by the different communities essential. Good English writing skills to produce concise, well-justified, technically sound and to-the-point monitoring reports and human-interest stories preferable.</p> <p>Proven capacity to make use of technology (word processing, excel, etc.).</p> <p>NB: If it is not possible for the service provider to have on board / recruit sector specialists, then generalists can be used at the field level from the moment sector specialists are available within the company to support the preparation of the mission, review and analyze data collected.</p>	90	

	- At least 5 years of proven track record of working in TPM.	30	
3.1 c	Data Analyst / Manager / IT Expert		90
	<p>- University degree preferable in the field of information technology (such as Geographic Information Systems (GIS), Networking and Mobile Data solutions, Content and Data gathering solutions, GPS etc.), statistics or economics.</p> <p>3 years of progressively responsible work experience in data management/ analysis, use of technology with demonstrated capacity to manage database and support the use of technology for data collection and analysis.</p> <p>Extensive understanding of the local context in Yemen, knowledge of local culture and languages spoken by the different communities essential. Good English writing skills.</p>	90	
<b>Total Section 3</b>			<b>300</b>

## Section 5. Terms of References (Annex 1)

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### TERMS OF REFERENCE

#### **Request for Proposal – Third Party Monitoring Agent**

##### **A. Project Title: Yemen Emergency Crisis Response Project (ECRP)**

##### **B. Project Description**

The Emergency Crisis Response Project (ECRP) aims to mitigate the impact of the current crisis on local households and communities and assist their recovery from the bottom-up using local systems, capacities and institutions to progressively resume and scale-up service delivery. The project will achieve specific results in: 1) Increasing short-term employment and livelihoods opportunities; 2) Reviving the local private sector; 3) Restoring key service delivery through small-scale infrastructure. As such, the project contributes to the livelihood's restoration and service delivery restoration components of UNDP's Yemen Resilience Programme. The Project's Theory of Change assumes that if income-generation and livelihoods opportunities are increased for vulnerable households (including IDPs), with essential service delivery restored and key local businesses revived, Yemeni households and communities will be able to better cope with the impact of the current crisis and be strong drivers of the resilience-building and recovery efforts.

The ECRP Project has launched its interventions since September 2016 with US\$ 50 million which was scale-up to US\$300 million early 2017 and is expected to complete by end of September 2019. The World Bank (principle donor of ECRP) has further granted an additional financing (ECRP AF4) of US\$ 100 million and extended the project interventions for two more years till 30 September 2021. Two national institutions namely Social Fund for Development (SFD) and Public Works Project (PWP) have been continuing their support as implementing partners to implement the ECRP interventions in all governorates of Yemen to achieve intended results of ECRP. The main outputs of the ECRP are outlined below:

- 1) *Short-term income-generation* – through labor-intensive Cash for Work schemes and small-scale community infrastructure rehabilitation leading to increased income-generation and livelihoods including access to productive assets for households. The end result will be that Yemeni households benefit from short-term income and livelihoods opportunities irrespective of gender, age, and displacement status.
- 2) *Improved community assets* – through reconstruction and rehabilitation of community infrastructures leading to functional key socio-economic community infrastructures. The end result will be that the communities benefit from restored socio-economic community assets through extended basic service delivery.
- 3) *Recovery of SMEs* – through improvement of access to finance and MFI operations leading to enhanced resilience and recovery of financial service providers and SMEs (including agriculture-based SMEs). The end result will be that financial service providers and SMEs are able to sustain and scale up their business operations creating additional employment.
- 4) *Nutrition Sensitive Cash Transfers* – support to nutrition sensitive services to mothers and children at high risk of malnutrition in selected districts with high food insecurity prevalence. The nutrition sub-component will be implemented in close coordination with Nutrition Cluster where relevant

and build on and scale up the work carried out under activities of subcomponent 1.1 of the parent project and additional financing. Relevant outputs might be added to address emergency situations such as malnutrition crisis and Famine risks, Cholera outbreaks, and food insecurity in future.

### **C) Objectives:**

This Request for Proposals (RFP) is for the provision of third-party monitoring services to the ECRP project as part of the UNDP assurances activities under the Harmonized Approach to Cash Transfers (HACT), including: Asset verification covering existence of assets, quality validation of the implemented activities at their different stages; Environmental and Social Safeguards aspects; functioning of GRM, Fiduciary aspects of the implemented activities; and Assessment through various procedures including interviews and survey with beneficiaries of the project and report on the impact of the work on the targeted communities.

To address these challenges and the strengthen project monitoring, UNDP seeks to contract a Third-Party Monitoring Agent (TPMA) which will assist UNDP in accurately capturing, verifying, cataloguing data on the implemented activities. In particular, the TPMA will be an essential assurance activity to strengthen UNDP's project management tasks of activities implemented in the field where UNDP's reach is limited due to security constraints. The TPMA will support the UNDP project management team to provide the Project Board and other stakeholders with better means for learning from field experience, improving service delivery to community, planning and allocating resources, and demonstrating results.

### **D) Methodology**

In context of designing sampling, a multistage sampling method to be used ensuring maximum level of representation from all diversified interventions under ECRP project and various groups of beneficiaries. The multistage sampling including stratified random sampling to make stratum within subcomponents and beneficiary groups, while simple random and purposive sampling to be used to make sure geographical balance between accessible, partially accessible and inaccessible areas as well as covering northern and southern parts according to the ratio of distribution of governorates. In addition to that sub-projects to be selected to be visited by TPMA considering progress status of implementation, budgetary allocation, implementation duration, nature and types of interventions, and other relevant factors to be considered as well. All the above methods and ways to be considered in order to make sure that TPM can cover not only process and progress but also assess immediate effects and impacts generated by project supported interventions for targeted beneficiary and community. The sample size of direct beneficiary for each visited sample sub-projects to be determined by using statistical sampling method with 80-90 percent of confidence level along with 5-10 percent margin of error, whichever is feasible considering nature of sub-project/intervention. Moreover, the TPMA will make sure gender balance during the survey to capture at least 30 percent of female interviewees.

Moreover, all possible data collection and analysis methods and tools to be applied by selected TPM agency including field observations; quantitative, qualitative, structured, semi-structured questionnaires, extensive desk review by relevant technical specialist to collect and analyze required data and information to make a comprehensive TPM report in line with agreed TPM reporting template. In addition, the TPMA is to apply the above tools to conduct direct interview with site workers, targeted direct beneficiaries, community members as non-direct beneficiary, key informants' interview with community committee members, local leaders, community influential personnel like teachers and other relevant required stakeholders. Data triangulation methods including Focus Group Discussion (FGD)<sup>2</sup> to be applied to

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<sup>2</sup> The number of the FGD participants must be the standard range between 8-12 participants with the representation of females by at least 50% of the total number of FGD participants.

validate collected data and information by verifying at multiple level interviewees and sources including beneficiary, key informants, desk review and visual inspection such as photos, videos etc.

### **E) Scope of Services, Expected Outputs and Target Completion**

This RFP encompasses project monitoring as part of UNDP's HACT assurance activities. Prior to the start of third-party monitoring activities, the TPMA will closely collaborate with UNDP Yemen. UNDP Yemen will provide the TPMA with relevant documentation, including project documents, the responsible party's capacity assessments, and other relevant monitoring and evaluation information. The TPMA is expected to conduct a quantitative and qualitative analysis of the project documentation prior to undertaking field-level activities. All documentation shared with the TPMA is considered confidential and is not for wider dissemination or sharing with counterparts. The TPMA will develop a monitoring plan including specific parameters for site visits, asset verification, and data collection methodologies and tools for the selected project activities and sites. The TPMA will assess the implementation processes and their compliance with the agreed modalities, as spelled out in the Project Appraisal Document (PAD), SFD Operational Manual and SFD Financial Management Manual; and verify, to the extent possible, whether Cash, Goods, Works and Consulting Services provided were delivered/completed according to the required specifications and technical standards in the bidding document.

It should be noted that the procurement of a TPMA is not expected to replace the full HACT assurance activities undertaken by UNDP, nor is it expected to replace UNDP's own internal monitoring systems. The TPMA is expected to provide an independent perspective and extend the reach of UNDP in the field.

The TPMA will have to monitor activities of the identified responsible parties (SFD and PWP) financed by the project. The project is implemented across Yemen in areas where security situations allows for access. Currently, it is estimated that approximately 95% of total districts (333) are accessible to the IPs. The TPMA is expected to visit sub-project sites quarterly based on a sampling methodology.

The TPMA will be reporting directly to UNDP but will work closely with the responsible implementing partners for project implementation. It is not the role of the TPMA to carry out on-site project management; rather it is to help UNDP to oversee the work of the implementing partners and ensure that they carried out in line with the terms of the ECRP Project Document.

The TPMA will focus all levels of monitoring covering process monitoring, progress monitoring and also outcome monitoring. Under process monitoring, the TPMA to verify all the processes and compliance to implement identified subprojects at ground level. This includes conformity with safeguards' requirements during implementation of subprojects, i.e the Project's Environmental and Social Management Framework (ESMF) and the Occupational Health and Safety (OHS) Framework as well as to subprojects' Environmental and Social Management Plans (ESMPs). Additionally, the TPMA needs to confirm that the hotlines of UNDP, SFD and PWP are accessible and people at the local level are aware of the GRM system. The TPM will conduct interview with site workers, beneficiary and community to assess the level of satisfaction and awareness on various aspects of implementation including participation of beneficiary and community member during subproject and beneficiary selection, level of awareness on selection criteria and their entitlement as direct beneficiary, payment process, frequency, paid amount and also awareness and feedback on fiduciary, environmental and social safeguards aspects, grievances, and gender issues. This TPM process will work as a community feedback mechanism.

The second priority areas of TPM is to assess implementation progress of visited subprojects at ground level. They also verify availability of physical assets and measure quality of implemented interventions as planned. In addition to that they conduct interview with beneficiary and community to measure the level of satisfaction on implemented interventions in terms of progress, quality and benefit generated by the

interventions for targeted communities. All cross-cutting issues including occupational health and safety and security conditions, environmental and social management at subproject sites will also be the key monitoring areas of TPM. They verify availability of required safety tools for workers at subproject sites, assess the level of awareness of workers on their safety, security and importance of use of safety tools, and monitoring arrangements of IPs and contractors to oversee on this issue.

Finally, TPM verify to what extent outcomes and immediate effects and impacts are generated for targeted beneficiary and community in accordance with employment generation and income opportunity and livelihood improvement of beneficiary especially food security, economic development/impact and other basic needs for their family. Improvement of basic services due to project supported interventions and accessibility of beneficiary and community are also assessed by the TPM. Other impact areas such as social cohesion, environmental and health impacts will also be measured under this section. TPM collects success/case story with quotes from beneficiary and community as evidence of impacts of interventions. Furthermore, if required the TPMA to be involved to conduct any specific impact study/assessment/joint assessment/evaluation on any emerged areas of ECRP interventions.

#### **F) Deliverables/reporting requirements**

During the course of the field level data collection, the TPM agency is expected to provide UNDP with timely feedback, notably in instances where immediate attention or action is warranted. At the outset of the contract, the TPM agency is expected to provide an inception report within 30 days with a detailed TPM Plan, final concept of the methodology, and the list of data to be collected. The TPMA is expected to provide UNDP a comprehensive report, on a quarterly basis, with the attached TPM reporting template (see annex-1).

In some critical areas such as Occupational Health and Safety (OHS), Grievance Redress Mechanism (GRM), Environmental and Social Management (ESM), Gender and so on, specific templates will be developed and agreed to between UNDP and the TPMA, upon signing of the contract. It is expected that the reports provided by the TPMA will adhere to the agreed upon templates. For all remaining tasks, general approaches will be developed and agreed between UNDP and the TPMA, upon signing of the contract.

Besides the regular field monitoring visits, the TPMA may be requested to conduct ad hoc visits to specific sites whenever needed by UNDP for example to investigate OHS related incidents, verify compliance to the Project's Environmental and Social Management Framework (ESMF) and the Occupational Health and Safety (OHS) Framework as well as to subprojects' Environmental and Social Management Plans (ESMPs), carry out stakeholder consultations or conduct rapid assessments etc.

The TPMA should share regularly their accessibility to ECRP sub-project sites considering all critical situations such as Hodeidah and other security situations.

All data and information will have to be provide in soft and hard copy. Soft copy should be provided in excel format; a specific format will be agreed with UNDP at the beginning of the contract. Importantly, the TPMA should provide TPM collected clean version data sets in English as well.

TPM tools and questionnaires to be regularly reviewed and adjusted in line with requirement of UNDP and donors on any development critical issues such as OHS, ESMF, GRM, and captured lessons learned from previously completed TPM survey/report.

In addition to the report submitted to UNDP, the TPMA may be requested to provide briefings to relevant UNDP staff to further explain findings and make recommendations for management's consideration.

#### **G) Institutional Arrangement**

The TPMA will report directly to the UNDP ECRP Project Manager; and work in close collaboration with the Project M&E team, and the identified Responsible Party for project implementation. The TPMA will support the UNDP project management team to provide the Project Board and other stakeholders with better means of learning from field experience, improving service delivery to community, planning and allocating resources, and demonstrating results.

#### **H) Duration of Work**

The project duration is set at 27 months from September 2019 – December 2021. It is expected the TPMA will provide third-party monitoring services till the close date of the project, as the TPMA may start the first TPM quarter during July – September 2019 till the end of closing date of the project. The number of visits is expected to be 30 to 50 sub-project sites per quarter or on the timely number of available ongoing sub-projects with no constraints to be visited. The TPMA is required to provide quarterly reports to UNDP within fourteen days of the end of the quarter. In case of ad hoc or emergency visits, the TPMA is expected to send the report within one to two weeks from the time of UNDP's request. UNDP will review the reports for the purposes of oversight and quality assurance within five working days. The quarterly reports will be approved by the Project Board. Delays in reporting will have serious consequences for project delivery and may have further consequences in terms of future disbursements of the project's donors.

#### **I) Location of Work:**

The approach of the project is to reach as many interventions/sub-projects as possible within the current budgetary envelope. In this regard, it is expected that activities will be implemented by the identified responsible parties in identified target locations across Yemen in areas which are relatively secure. It is estimated that currently approximately 95% of total districts (333) are accessible to the IPs. The TPMA will be required to report back to UNDP on a quarterly basis as well as to immediately report access and other issues that may require urgent attention from UNDP management.

#### **J) Qualifications of the Successful Service Provider at Various Levels**

- Demonstrated monitoring expertise: It is required that qualified firm will be able to verifiably demonstrate that they have extensive recent experience in undertaking large scale multi-sectoral program monitoring and quality assurance across Yemen, including infrastructure and community-based development projects.
- The focus of the assignment will be on asset verification and monitoring, including technical quality assurance in accordance with established and agreed upon standards, as well as the immediate impact of the interventions. The selected firm will conduct site identification, reviewing the quality of the work (buildings, roads, water and sanitation etc.) to ensure they are constructed in accordance with agreements. The selected firm should be able to showcase a solid experience within this area.
- In addition to demonstrating its experience with large scale program monitoring, it will be important for the successful firm to attest that a previous or existing client has found its work within this area satisfying.
- The selected firm should be able to clearly demonstrate their familiarity with working in Yemen, including both a solid understanding of the context as well as a well-established capacity to operate efficiently in the current conflict environment.
- **The TPM agency should have institutional capacity along with availability of relevant professional to investigate incidents of any breach related to OHS and ESMF under ECRP in order to make sure comprehensive and quality investigated report with recommended measures to prevent any potential similar cases in future.**



- Available sufficient personnel (depending on the number of governorates to be monitored) on payroll or on roster with experience of conducting field-based research/monitoring and reporting, preferably in the field of humanitarian aid;
- Personnel (both men and women) with knowledge of local culture and languages spoken by the different communities, government counterparts and implementing partners in Yemen;
- Avail a dedicated team of professionals (including a full-time team leader) to carry out the proposed contract based on the required qualifications and experience in their respective field/post as outlined in the table below.
- The TPM team needs to be highly flexible and prepared to deal with contingency deployments on a short-notice should specific concerns or complaints be raised about a partner or project site.
- Ability to mobilize rapidly a project team with appropriate qualifications: Qualified firms must be able to verifiably demonstrate an ability to rapidly begin high-quality monitoring in Yemen. To this end, qualified firms must have in place on the ground in Yemen an established program of activities and a project team that would be capable of starting work immediately on the UNDP project.
- In addition to a solid management team, the selected firm should have in place or be able to rapidly draw on a network of staff, preferably local, that can quickly be mobilized to perform project site visits simultaneously across Yemen to be able to cover the number of project sites within the project period. Qualified personnel should have established experience in performing site visits and asset verification in remote and insecure areas in a manner that takes the security constraints into consideration. The team shall also include local staff with social/communication skills to be able to get feedback from the beneficiaries. Furthermore, the team should include a cadre of females who can be deployed for tasks that require the sending of a female to conduct the survey in areas or situations that do not allow males to carry out the investigation and questioning of females due to the traditions and norms of the target area.
- Security: The successful firm should be able to demonstrate experience managing the security environment in Yemen. Moreover, the selected firm should have a clear strategy in place for how to send staff to the field to monitor projects in both remote and insecure areas in a manner that minimizes the risk to the staff. It is key that firms demonstrate a solid understanding of the realities on the ground in Yemen and how to operate within the security constraints, mitigating the inherent risks.
- Parts of the region in which the assignment is to be carried out are insecure and there is a need for consultants to respect the travel advisories, if any, issued by their home governments and restrictions imposed by the Government of Yemen's security agencies. As such, the consultants should include a statement of how they would work around these limitations specifically for foreign nationals on the team who shall and must visit sites where project components are being implemented.
- Database and mapping capabilities: Qualified firms will have experience and in-house expertise in using geo-spatial databases that can help to map the scope of ongoing project activities. Other critical IT capacities include the use of GPS-enabled cameras. How such use of technology, to monitor activities, will be used should be included in the methodology part of the proposal.
- The collected data should be gathered and populated in an easily accessible, user-friendly and secure database to be shared with the UNDP in English version for monitoring and planning purposes.
- Curriculum vitae (CVs) of managers, team leaders, supervisors and key personnel proposed as part of the monitoring team must be provided as part of the proposal, including on-going assignments indicating capability and capacity to undertake the assignment. For the monitors UNDP requires that at least five CVs are attached to the proposal. UNDP may request the professional/academic educational certificates of the monitoring team for review.

	Company/ Key Personnel	Minimum Educational Qualifications and Experience
1	Service Provider	<p>Registered legally as a company in Yemen or full ability to operate in Yemen, with a minimum of 4 years of demonstrated professional experience delivering services in the country or similar complex environment.</p> <p>Strong demonstrated professional experience in providing consultancy, monitoring, reporting and field-based research services to international organisations, especially UN agencies and NGOs in Yemen.</p> <p>Demonstrate proven capacity to carry out work in all parts of Yemen through the existence of well-established networks (full access at governorate, districts, city and village level).</p> <p>Proven capacity to engage experienced team members from the region where the monitoring is to take place.</p> <p>Experience of working with the UN system or bilateral donors and NGOs preferred in delivering monitoring and reporting activities.</p> <p>Be willing to avail time of senior management to the UNDP to discuss progress against contract deliverables.</p> <p>Capacity to arrange all logistical arrangements independently for field work (the contracted entity is expected to arrange its own logistical arrangements and logistics should be included in the budget calculations).</p>
2	Team Leader	<p>Full-time position for this assignment: overall supervision, coordination, quality control and focal point for UNDP.</p> <p>Master's degree with minimum 10 years of relevant experience in team management and facilitating service delivery of large contracts.</p> <p>Extensive understanding of the local context in Yemen, fluency in both English and Yemeni Arabic, and proven capacity to make use of technology (word processing, excel, etc.).</p> <p>Team Leader engaged for this assignment should have experience with monitoring, reporting and evaluation of humanitarian interventions on behalf of multilateral and bilateral organisations and NGOs in Yemen and excellent English writing skills. Effective and timely communication and reporting skills.</p>
3	Third Party Monitors	<p>University degree preferable in the field of social sciences, environmental engineering or sciences, statistics, economics, research methods, science, administration, business, etc. At least five CVs of individual proposed staff to be attached to the proposal.</p> <p>Monitors engaged for this assignment should have at least three years' experience in reviewing and monitoring humanitarian projects in the following areas: Employment generation, Livelihoods, WASH, Nutrition, Protection, Education, Health, Food Security, and Early Recovery.</p>

	Company/ Key Personnel	Minimum Educational Qualifications and Experience
		<p>Gender balance amongst TPM monitors is mandatory.</p> <p>Extensive understanding of the local context in Yemen, knowledge of local culture and languages spoken by the different communities essential. Good English writing skills to produce concise, well-justified, technically sound and to-the-point monitoring reports and human-interest stories preferable.</p> <p>Proven capacity to make use of technology (word processing, excel, etc.).</p> <p>NB: If it is not possible for the service provider to have on board / recruit sector specialists, then generalists can be used at the field level from the moment sector specialists are available within the company to support the preparation of the mission, review and analyse data collected.</p>
4	Data Analyst / Manager / IT Expert	<p>University degree preferable in the field of information technology (such as Geographic Information Systems (GIS), Networking and Mobile Data solutions, Content and Data gathering solutions, GPS etc.), statistics or economics.</p> <p>3 years of progressively responsible work experience in data management/ analysis, use of technology with demonstrated capacity to manage database and support the use of technology for data collection and analysis.</p> <p>Extensive understanding of the local context in Yemen, knowledge of local culture and languages spoken by the different communities essential. Good English writing skills.</p>

### K) Scope of Proposal, Price and Schedule of Payments

Scope: The TPMA will be contracted and paid based on specific services to be delivered according to agreed schedules. The TPMA will be required to conduct quarterly monitoring visits to specific and agreed locations as agreed from time to time and submit a comprehensive monitoring report within the stipulated period. The TPMA shall determine the areas of assessment in consultation with UNDP, and subsequently conduct monitoring after UNDP's approval.

Price Proposal: The proposed price shall cover the cost of the organizational expertise, travel cost, and overhead cost if any. The price proposal shall be prepared based on the price proposal template provided in the Request for Proposal (RFP) of which this ToR is part and parcel.

### Expected Deliverables and Schedule of Payment:

Deliverables/Milestones/Outputs	Estimated Duration to Complete	Submission Requirements	% of payment	Review and Approvals Required
1. Inception Report and 3 <sup>rd</sup> Quarter of 2019 TPM/Assessment Report	20 <sup>th</sup> October 2019	A comprehensive and quality 3 <sup>rd</sup> quarter of 2019 TPM Report	10%	ECRP Project Board

Deliverables/Milestones/Outputs	Estimated Duration to Complete	Submission Requirements	% of payment	Review and Approvals Required
2. 4 <sup>th</sup> Quarter of 2019 TPM/Assessment Report	15 <sup>th</sup> January 2020	A comprehensive and quality 4 <sup>th</sup> of 2019 quarter TPM Report	10%	ECRP Project Board
3. 1 <sup>st</sup> Quarter of 2020 TPM/Assessment Report	15 <sup>th</sup> April 2020	A comprehensive and quality 1 <sup>st</sup> quarter of 2020 TPM Report	12%	ECRP Project Board
4. 2 <sup>nd</sup> Quarter of 2020 TPM/Assessment Report	15 <sup>th</sup> July 2020	A comprehensive and quality 2 <sup>nd</sup> quarter of 2020 TPM Report	12%	ECRP Project Board
5. 3 <sup>rd</sup> Quarter of 2020 TPM/Assessment Report	15 <sup>th</sup> October 2020	A comprehensive and quality 3 <sup>rd</sup> quarter of 2020 TPM Report	12%	ECRP Project Board
6. 4 <sup>th</sup> Quarter of 2020 TPM/Assessment Report	15 <sup>th</sup> January 2021	A comprehensive and quality 4 <sup>th</sup> quarter of 2020 TPM Report	12%	ECRP Project Board
7. 1 <sup>st</sup> Quarter of 2021 TPM/Assessment Report	15 <sup>th</sup> April 2021	A comprehensive and quality 1 <sup>st</sup> quarter of 2021 TPM Report	12%	ECRP Project Board
8. 2 <sup>nd</sup> Quarter of 2021 TPM/Assessment Report	15 <sup>th</sup> July 2021	A comprehensive and quality 2 <sup>nd</sup> quarter of 2021 TPM Report	10%	ECRP Project Board
9. Final TPM/Assessment Report covering 3 <sup>rd</sup> quarter of 2021	September 2021	A comprehensive and quality 3 <sup>rd</sup> quarter of 2021 TPM Report	10%	ECRP Project Board
Total			100%	

## Annex 1: Reporting Template for TPM

This reporting template is intended to serve as a guide for preparing meaningful, useful and credible assessment report that meet quality standards. It suggests the content that should be included in a quality and standard report. The assessment report should be complete and logically organized. It should be written clearly and understandable to the intended stakeholders. The report should also include the following:

### Cover Page:

- Logo of Third-Party Monitoring Agent
- Name of Report
- Project Title
- Reporting Period
- Prepared by (the name of TPMA)
- Date of Report

### Table of contents:

Should always include boxes, figures, tables and annexes with page references.

### List of acronyms and abbreviations:

**Executive summary:** A stand-alone section of two to three pages that should:

- Briefly describe the sub-components that were assessed.
- Explain briefly the purpose and objectives of the assessment.
- Describe key aspect of the assessment approach and methodology
- Summarize principle findings, conclusions and recommendations to meet challenges.

**Introduction:** The description needs to provide detail for the report user to derive meaning from the assessment. The description should (maximum 2 pages):

- Explain why the assessment was conducted, and why the intervention is being monitored
- Describe the key partners involved in the implementation and their roles.
- Describe the scale of the intervention, such as the number of sub-projects under each of sub-component and the target community for each sub-component and indicate the total resources.

**Assessment approach and methods/methodology:** The report should describe in detail the selected methodological approaches, methods and analysis; the rationale for their selection. The description should help the report users judge the merits of the methods used in the assessment and the credibility of the findings, conclusions and recommendations. Potential weaknesses in the data analysis and gaps or limitations of the data should be discussed, including their possible influence on the way findings may be interpreted and conclusions drawn.

**Findings and conclusions:** The report should present the findings based on the analysis and conclusions drawn from the findings. All findings and conclusions should have at maximum level of disaggregation analysis e.g. gender (male, female), youth, children, IDPs, returnees, whenever applicable and requirement.

**Findings:** Should be presented as statements of fact that are based on analysis of the data. They should be structured around the focused criteria and questions so that report can readily make the connection between what was asked and what was found. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results. Major ground challenges that subsequently affected project implementation should be discussed.

**Conclusions:** Should be comprehensive and balanced, and highlight the strengths, weaknesses and outcomes of the intervention. They should be well substantiated by the evidence and logically connected to findings. They should provide insights into the identification of and/or solutions to important problems or issues pertinent to the decision making of IPs- SFD and PWP - as well as UNDP.

**Sub-component 1.1: Cash for Work and Youth Targeted Community Services**

- Quality of Project Management with beneficiary and community satisfaction along with maximum level of disaggregation analysis (e.g. gender (male, female), age, youth, children, IDPs, returnees, disabled people whenever applicable and requirement)
  - Selection of sub-projects in an inclusive manner and community demand driven
  - Selection of beneficiary
  - Any job training/knowledge/awareness raising programme attended by beneficiary community
  - Payment process/method/delivery authority, location, frequency, amount of payment,
  - Source of income before CfW
  - Aid preference
  - Timeliness of implementation
  - Fiduciary/Complaint process
- Assessment/Verification/Validation of Implementation progress towards targets
  - Assessment of progress of sub-projects under CfW
    - Profile of sub-projects (sector wise) under CfW based on the reports provided by IPs
    - Assessment on TPM visited sub-projects (sector wise e.g. agriculture, water, road, education, environment, etc.)

*(These two analyses will help to assess actual progress between what was reported by IPs and what was implementation status at ground level)*
  - Quality of Sub-project interventions with beneficiary and community satisfaction (materials, construction, etc.)
  - Verification of community assets/infrastructure rehabilitated with beneficiary and community satisfaction
  - Verification of extent to which community assets/rehabilitated infrastructure created benefit for community people
  - Verification of conformity with social and environmental requirements and monitoring of implementation progress of the Project's and subproject's ESMP.
  - Verification and conformity that GRM system is working; logbook at the subproject level; available of focal person is charge of receiving and handling complaints and reporting.
  - Any challenges, risks and lessons learned related to implementation of sub-projects
- Impact of interventions (Immediate):
  - Economic/regular income
  - Food security (utilization of paid amount to direct beneficiary in the areas of food, health, education, housing and other relevant areas to help analysing the food security status of project supported beneficiary families)
  - Social cohesion and conflict due to project interventions
  - Any negative and positive environmental impact due to interventions
  - Improvement of public services/accessibility of public services
  - Success/case story with quotes from beneficiaries

**Sub-Component 1.2: Cash for Social Service -Nutrition**

- Quality of Project Management with beneficiary and community satisfaction along with maximum level of disaggregation analysis (e.g. gender (male, female), age, youth, children, IDPs, returnees, whenever applicable and requirement)
  - Selection of sub-projects in an inclusive manner and community demand driven
  - Selection of beneficiary (e.g. youth, mother, family, etc.)
  - Any job training/knowledge/awareness raising programme attended by beneficiary community
  - Payment process/method/delivery authority, location, frequency, amount of payment,
  - Source of income before CfSS
  - Aid preference
  - Timeliness of implementation
  - Fiduciary/Complaint process
- Assessment/Verification/Validation of Implementation progress towards targets
  - Assessment of progress of sub-projects under CfSS

- Profile of sub-projects (sector wise) under CfSS based on the reports provided by IPs
- Assessment on TPM visited sub-projects (sector wise e.g. health, nutrition, etc.)  
(These two analyses will help to assess actual progress between what was reported by IPs and what was implementation status at ground level)
- Quality of sub-project interventions/training programme with satisfaction of both youth and mother beneficiary (training materials, schedule, location, etc.)
- Youth satisfaction of their engagement in community services and to what extent improved their employment opportunity
- Beneficiary mothers and community satisfaction on services provided by trained youth beneficiary
- Verification of conformity with social and environmental requirements and monitoring of implementation progress of the Project's ESMF and subproject's ESMP.
- Verification and conformity that GRM system is working; logbook at the subproject level; available of focal person is charge of receiving and handling complaints and reporting.
- Any challenges, risks and lessons learned related to implementation of sub-projects
- Impact of interventions (Immediate):
  - Economic/regular income
  - Food security for beneficiary families including nutrition of pregnant mother and children
  - Maternity and child health improvement
  - Skilled youth employment for social services
  - Women empowerment (income, knowledge, etc.)
  - Social cohesion and conflict due to project interventions
  - Success/case story with quotes from beneficiaries

### **Sub-component 1.3: SME Revitalization and Employment Generation**

- Quality of Project Management with beneficiary and community satisfaction along with maximum level of disaggregation analysis (e.g. gender (male, female), age, youth, children, IDPs, returnees, whenever applicable and requirement)
  - Selection of MFI institutions
  - Selection of beneficiary microfinance clients (SMEs)/farmers/fishermen/livestock producers
  - Satisfaction on loan/grant amount and payment process/method/frequency
  - Alternative source of loan received by the beneficiary microfinance clients
  - Any job training/knowledge/awareness raising programme attended by beneficiary community
  - Utilization of loan/grant amount
  - Fiduciary/Complaint process
- Assessment/Verification/Validation of Implementation progress towards targets
  - Assessment of progress of sub-projects under SME revitalization
    - Profile of sub-projects (sector wise) under CI based on the reports provided by IPs
    - Assessment on TPM visited sub-projects (sector wise e.g. agriculture, water, road, education, environment, etc.)
  - To what extent MSMEs and MFI having capacity with sustainable revenue flow and working capital after 18 months of receiving of project fund
  - Progress assessment of MFIs clients/farmers/fishermen/livestock producers
    - Percentage of farmers, fishermen and livestock producers with increased productive capacities and adopted improved practices (financial, skills, technologies) disaggregated by gender
    - Extent to which the quality and quantity of coffee, crops and fish produced increased by farmers and fishermen.
  - Verification of conformity with social and environmental requirements and monitoring of implementation progress of the Project's ESMF and subproject's ESMP.
  - Verification and conformity that GRM system is working; logbook at the subproject level; available of focal person is charge of receiving and handling complaints and reporting.
  - 
  - Any challenges, risks and lessons learned related to utilization and repayment of loan amount
- Impact of interventions (Immediate):
  - Economic/regular income
  - Employment opportunity for community people
  - Contribution to food security and food availability
  - Social cohesion and conflict due to project interventions

- Any negative and positive environmental impact due to interventions
- Success/case story with quotes from beneficiaries

**Recommendations:** The report should provide practical and feasible recommendations for each of sub-components directed to the IPs, (SFD & PWP), UNDP as well as donors of the report about what actions to take or decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key focused areas addressed by the assessment.

**Lessons learned:** As appropriate, the report should include discussion of lessons learned from the assessment, that is, new knowledge gained from the particular circumstance (intervention, context outputs, outcomes, even about accountability and monitoring system at ground level) that are applicable to a similar context. Lessons should be concise and based on specific evidence presented in the report.

**Report annexes:** Suggested annexes should include the following to provide the report user with supplemental background and methodological details that enhance the credibility of the report:

- List of supporting documents reviewed
- List of individuals or groups interviewed or consulted, and sites visited
- Summary tables, charts, boxes of findings, such as charts displaying analysis of progress towards outputs, targets, and goals
- GIS System
- Photos
- Maps

## 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:

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



**Financial Proposal Envelope**  
**(Must be submitted in a separate file password protected)**

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

## Form A: Technical Proposal Submission Form

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

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

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

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

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

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

Our Proposal shall be valid and remain binding upon us for the period 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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>▪ CVs of all the personnel /experts required by ToR;</li> <li>▪ 3 Contracts signed with the clients between 2015 to 2019, clearly indicating the value of the TPM works contracts supervised/or Reference Letter from Client indicating value of the construction works contract supervised;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Certificate related to sustainability or ISO standard awarded to the bidder, if available;</li> <li>▪ Latest Audited Financial Report for the last 3 years, if available.</li> <li>▪ Power of Attorney;</li> <li>▪ List of the major Clients in the last 5 years;</li> <li>▪ If Joint Venture (JV) is the entity applying, copy of the Legally Registered JV; or in the absence of which, confirmation letter that they will submit legally registered JV before the signature of the LTA/ contract with UNDP;</li> </ul>
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### Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	<input type="text" value="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 <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

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

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form D: Qualification Form

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

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

Historical Contract Non-Performance

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

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

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

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

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

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

## Previous Relevant Experience

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

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

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

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

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

## Financial Standing

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

**Latest Credit Rating (if any), indicate the source**

**Not applicable**

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

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Format of Technical Proposal

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

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

### SECTION 1: Bidder's qualification, capacity and expertise

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

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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



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

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

**SECTION 3: Management Structure and Key Personnel**

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

**Format for CV of Proposed Key Personnel**

*Note: Please provide one CV each for the mentioned team above*

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

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

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

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

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

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

[Stamp with official stamp of the Bidder]

## Form G: Financial Proposal Form:

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

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

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

### **Table- 1: Detailed Breakdown of the Price Proposal:**

**[Important Note:** It should be a fixed price for each site within all governorates inside Yemen, despite the spread in georglocations]

<b>Currency:</b> _____				
Cost Headings				
	Unit of Measure	Quantity	Unit Price	Total Price
<b>PROFESSIONAL FEE:</b> <i>[Should not exceed 45 working days as per the TOR]</i>	Day	a	b	a X b
Team Leader				
Sr. Nat'l expert				
Jr. Nat'l expert				
Add'nl expert (if any)				
<b>Total (Prof. Fee)</b>				
<b>TRAVEL and SOCIAL SECURITY:</b>				
<b>DSA Payment:</b> (only for nights spent outside the main duty station)	Nights	a	b	a X b
Team Leader				
Third Party Monitors				
Data Analyst / Manager / IT Expert				
Add'ln expert /staff (if any)				
<b>Sub Total (DSA)</b>				

<b>Sub Total Transportation cost</b> (covering all staff and field visits by all mode of transportation during the contract period)	<b>Lump Sum</b>	
<b>Social Security Payment</b> (insurance, danger pay etc.)	<b>Lump Sum</b>	
<b>Team Leader</b>		
<b>Third Party Monitors</b>		
<b>Data Analyst / Manager / IT Expert</b>		
<b>Add'nl Expert /staff (if needed)</b>		
<b>Sub Total of Social Security payment</b>		
<b>Total Travel and Social Security Costs</b>		
<b>TOTAL REPRODUCTION COST:</b> (Reports, memos, letters)	<b>Lump Sum</b>	
<b>TOTAL COMMUNICATIONS COST:</b> (mobile, telephone, internet, related to this contract)	<b>Lump Sum</b>	
<b>ANY OTHER COST:</b> that may be relevant to this Contract (if any)	<b>Lump Sum</b>	
<b>GRAND TOTAL Of all the Above Costs:</b>		
<b>Add OVERHEAD COST / OR MANAGEMENT FEE, if any</b>  [The overhead cost or management Fee should not exceed 10% of the Grtand Total Cost]	<b>Lump Sum</b>	
<b>OVERALL GRAND TOTAL</b>		
<i>Disclaimer: UNDP reserves the right to award or not to award any or all contract/s to any or all winning bidders without assigning any reason whatsoever.</i>		

## GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

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

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

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

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

## **2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. PRICE AND PAYMENT:**

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

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

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

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

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable. **4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s delivery of the Goods and/or provision of the Services.

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

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

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

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

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

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

## **5. ADVANCE PAYMENT:**

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

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

## **6. SUBMISSION OF INVOICES AND REPORTS:**

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

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

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

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

## **7. TIME AND MANNER OF PAYMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 6

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

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

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

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

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

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

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 7

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

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

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

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 8

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

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

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

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

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

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

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

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 9

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

## **12. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 10

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

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

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

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

### **13. INSURANCE AND LIABILITY:**

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

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

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

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

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

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 11

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

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

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

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

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

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

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

**14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### **16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 12

**16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**16.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**18.1** The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

**18.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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

18.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 13



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

**18.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

**18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## **19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 14

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## **20. TERMINATION:**

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

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

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

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

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

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

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

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

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 15

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

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

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

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

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

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

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

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

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

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

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

## **23. SETTLEMENT OF DISPUTES:**

**23.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

**23.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property,

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 16

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

**25. TAX EXEMPTION:**

**25.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**26. MODIFICATIONS:**

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

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

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

**27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 17

**27.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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

## **28. LIMITATION ON ACTIONS:**

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

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

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 18

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

**31.1** The UN Supplier Code of Conduct;

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

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

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

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

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

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

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

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

**35. SEXUAL EXPLOITATION:**

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

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

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS PAGE 19

any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

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

**36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Annex 3

**United Nations Development Programme**



*Empowered lives.  
Resilient nations.*

## **LONG TERM AGREEMENT**

### **Contract for Goods and/or Services**

**Between the United Nations Development Programme and [ ]**

1. <b>Country Where Goods Will be Delivered and/or Services Will be Provided:</b> Yemen	
2. <b>UNDP</b> [ ]	
3. <b>Contract Reference (e.g. Contract Award Number)</b>	
4. <b>Long Term Agreement:</b> [No]	
5. <b>Subject Matter of the Contract:</b> [ x ] services	
6. <b>Type of Services:</b>	
7. <b>Contract Starting Date:</b>	8. <b>Contract Ending Date:</b>
9. <b>Total Contract Amount:</b> [ ]	
9a. <b>Advance Payment:</b> [ “not applicable”]	
10. <b>Total Value of Goods and/or Services:</b> [ ] <b>below US\$50,000 (Services only)</b> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] <b>below US\$50,000 (Goods or Goods and Services)</b> – UNDP General Terms and Conditions for Contracts apply [ x ] <b>equal to or above US\$50,000 (Goods and/or Services)</b> – UNDP General Terms and Conditions for Contracts apply	
11. <b>Payment Method:</b> [ x ] fixed price [ ] cost reimbursement	
12. <b>Contractor’s Name:</b> Address: Office: Cell:	
13. <b>Contractor’s Contact Person’s Name:</b> Title: Address: Office:	



Cell:

**14. UNDP Contact Person's Name:**

Title:

Address:

Telephone number

Fax:

Email:

**15. Contractor's Bank Account to which payments will be transferred:**

Beneficiary:

Account name:

Account number:

Bank name:

Bank address:

Bank SWIFT Code:

Bank Code:

Routing instructions for payments:

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

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

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

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

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

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