

REQUEST FOR PROPOSAL (RFP)

Re-adveritsement: SSAFE-IFAK/ETB Trainer

NAME & ADDRESS OF FIRM	DATE: September 2, 2019	
	REFERENCE: RFP-YEM-036-2019	

Dear Sir / Madam:

We kindly request you to submit your Proposal for SSAFE-IFAK/ETB TRAINER.

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

Proposals may be submitted on or before Thursday, September 12, 2019 COB: 14:00 hour mail to the following address below; or via electronic email to procurement.yemen@undp.org.

United Nations Development Programme
P.O. Box 551
Off sixty road, in front of Alawqaf complex and near to Ministry of Human rights
Sana'a, Yemen
ATT: UNDP YEMEN Procurement unit

Fax: +967-1-448841

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Samira UF arab Samira AI Farah Head of Procurement 02 September 2019

Annex 1

Description of Requirements

Context of the Requirement Implementing Partner of UNDP Brief Description of the	As mandated by SMT, UNDSS is conducting SSAFE training in Amman Jordan for all staff deploying to Yemen. UNDP is hiring the specialized First Aid Kit Training center. To this end, UNDP on behalf of UNDSS is looking for the provision of SSAFE-IFAK/ETB trainer under the long-term agreement (LTA). The expected number training within the course 1 year are 20 training session, which will determine the ceiling of the LTA. UNDSS For more details (see attached TOR. Annex 4)			
Required Services ¹		I	T == -	
	Outputs to be delivered	Duration	Targeted date	
List and Description of Expected Outputs to be Delivered	 All participants of SSAFE-Amman trained on First Aid Responder Training based on the SSAFE Training Module for the year 2019-2020 in Amman and in other duty stations as may be determined by Management. Revised SSAFE medical training material and training manual in place. Standby emergency medical assistance provided during SSAFE training for the organized courses in the year 2019-2020. Emergency medical first responders training (based on the ETB Training Module and baseline skills necessary to respond to a mass casualty incident) provided to at least 200 participants/as determined by management. Assistance provided as and when required to the DSS Security Advisers (SA), Field Security Coordination Officers (FSCO), key selected UN staff and qualified medical personnel in the use of ETB as approved by the chief of the DSS Medical Team. 	20 courses (during 2019-2020)	TBD	

 $^{^1}$ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Part 1: First Aid Basic	
Rescuer Duties	
☐ Victim and rescuer safety	
□ Phoning for help	
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☐ Finding the problem	
Primary assessment of trauma patients:	
ABCDE approach	
☐ secondary assessment of trauma patients: Head to toe examination	
-	
☐ Log roll maneuver to examine the back of the patients searching for injuries	
☐ After the emergency	
Part2: Injury Emergency	
☐ Bleeding you can see	
☐ Bleeding you can't see	
☐ Truma: head, neck, chest , abdomen	
,pelvis, spine, Extremities	
☐ Wounds: simple & complicated	
☐ Injuries: Head, neck, spine & extremities	
☐ Splinting of Broken bone & sprains	
☐ Burn & electrical injures	
A Madical Turining	
A. Medical Training 1. Provide First Aid Responder Training	
Provide First Aid Responder Training based on the SSAFE Training Module	
2. Revise SSAFE medical training material	
and training manual	
3. Conduct IFAK training for UN Agencies	
when and where needed	
B. Emergency Trauma Bag Training	
Provide emergency medical first	
responders training based on the ETB	
Training Module and baseline skills	
necessary to respond to a mass casualty incident.	
 Revise ETB medical training material and 	
training manual	
3. Provide assistance to DSS Security	
Advisers (SA), Field Security	
Coordination Officers (FSCO), key	
selected UN staff and qualified medical	
personnel in the use of ETB as approved	
by the chief of the DSS Medical Team.	

	Conduct ETB training for UN Agencies when		
	and where needed		
	* Due dates are best estimated ones and are dependent on the contract signature		
	and contract commencement date.		
Person to Supervise the	UNDSS Regional Training Coordinator SSAFE-Amman		
Work/Performance of the			
Service Provider			
Frequency of Reporting	Completion Report: upon the completion of each training course		
Progress Reporting	N/A		
Requirements			
Location of work	🗵 Amman, Jordan		
Expected duration of work	One year with possibility of extension for another 2 years.		
Target start date	25 September 2019		
Latest completion date	25 September 2020 (with possibility of extension for another 2 years).		
Travels Expected	N/A		
Special Security Requirements	□ Contractor will be responsible for the security and safety of their staff at all times.		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	 Provides the refreshment items, drinking water, coffee etc. necessary for the training; Send a request for training indicating date of training, venue, number of trainers necessary at least 3 working days in advance. In exceptional circumstances, the request can be made within 24 hours; 		
Implementation Schedule indicating breakdown and timing of activities/subactivities	⊠ Required		
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required Kindly see attached ToR Annex 4 for the required qualifications, experiences and skills and there should be confirmation from each personnel that they are available for the entire duration of the contract		
Currency of Proposal	 ☑ United States Dollars ☑ Local Currency, YER Notes: The date of deadline will be used as reference date for determining UNDP Operational Exchange rate. Contract will be issued in the same currency in which the bidders submit their proposal/s; 		

Value Added Tax on Price Proposal ²	⊠ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	⋈ 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	☑ Not permitted
Payment Terms ³	Lump sum: The quoted price will be taken as lump-sum based on which contract will be issued. This price will be fixed and will not change regardless of increase in price as a result of the things in market or economic condition.
	Payment Schedule: Payment of each of the completed session will be made only upon successful delivery of the training course to the satisfaction of UNDSS/UNDP and endorsement of invoices by the UNDSS for payment.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDSS Regional Training Coordinator SSAFE-Amman
Type of Contract to be Signed	☑ Long Term Agreement (LTA); and☑ Purchase Order (to effect the payment of each training)
Criteria for Contract Award	 ☑ Combined Scoring Method, using the 70% for technical and 30% for the financial evaluation. ☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	 Stage#1: Preliminary Examination: (any bidder fails to meet the requirements of the preliminary examination will not be forwarded to the next evaluation stages: Full acceptance of UNDP General Terms and Conditions (Annex 3). Business Licenses - Registration documents (National Government Permission). Firm profile (describing the nature of business, field of expertise, licenses, certifications, accreditations) (max 15 pages). Meet the requirement in Annex 1 for example: Delivery locations and datesetc.

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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	 Meet the requirement of Proposal Submission form (Annex 2). The eligibility of company: the proposer should not be in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List. Separate submission of the Technical and Financial proposals and the financial proposal is protected with password. Stage#2: Technical Proposal is 70 % (total score of 1000 X 70%): The proposal will be assessed using the scoring grid and information detailed in the Annex 2 and ToR, Annex 4. Bidder's qualification, capacity and experience (300 points). Proposed Methodology, Approach and Implementation Plan that includes at least one medic on the field practical day to support and monitor the designed syndicate on dealing with trauma in the field (400 points). Management Structure and Key Personnel (300 points). Stage#3: Financial Proposal is 30% (Total score of 300 points x 30%): The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 700 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration. 300 points will be allocated based on financial proposal. In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.
	 p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal μ = price of the lowest priced proposal z = price of the proposal being evaluated Note: See attached ToR in Annex#4 for more details
UNDP will award the contract to:	☑ One and only one Service Provider
Annexes to this RFP ⁴	 ✓ Form for Submission of Proposal (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3)⁵ ✓ Detailed TOR (Annex 4) ☐ Others⁶ [pls. specify]

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

Contact Person for	Procurement Email		
Inquiries	UNDP – procurement Yemen Email: procurement.yemen@undp.org		
(Written inquiries only) ⁷	Any delay in UNDP's response shall be not used as a reason for extending		
	the deadline for submission, unless UNDP determines that such an		
	extension is necessary and communicates a new deadline to the Proposers.		
Other Information [pls. specify]	Bidders should send the proposals in two separate sealed envelopes; or by emails choosing one of the two options below.		
	Option 1. Two Envelopes: One envelope for Technical Proposal and another one to be used for Price Proposal. Both the sealed envelopes must be enclosed in a larger envelope that should consist the name, address and contact details of the firm submitting the proposal.		
	Option 2. Email Submission: Technical Proposal shall be sent without password protection, while the Financial Proposal must be password protected. UNDP will ask for the password only from the entities/firms whose technical proposal obtains the minimum pass mark.		
	<u>Detail to be Followed</u> : Technical proposal as mentioned in annex 2 and financial proposals as mentioned in annex 2 section C, D and E.		

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL8

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery9)

[insert: Location].
[insert: Date]

To: Procurement Unit - UNDP YEMEN CO

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. if available;
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work

C. Qualifications of Key Personnel (See attached ToR for the required Qualification)

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

Table D.1			
	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
	on First Aid Responder Training based on the SSAFE Training Module for the year 2019-2020 in Amman and in other duty stations as may be determined by Management. Revised SSAFE medical training material and training manual in place.	100% Upon completion of the training	All Inclusive)

Pa	rt 1: First Aid Basic	
	Rescuer Duties	
	Victim and rescuer safety	
	Phoning for help	
	Finding the problem	
	Primary assessment of trauma patients:	
	BCDE approach	
	secondary assessment of trauma patients:	
He	and to toe examination	
	Log roll maneuver to examine the back of	
the	e patients searching for injuries	
	After the emergency	
Dα	rt2: Injury Emergency	
	Bleeding you can see	
	Bleeding you can't see	
	Trauma: head, neck, chest, abdomen	
	Elvis, spine, Extremities	
-	Wounds: simple & complicated	
	Injuries: Head, neck, spine & extremities	
	Splinting of Broken bone & sprains	
	Burn & electrical injures	
	Dun & electrical injures	
c.	Medical Training	
4.	Provide First Aid Responder Training based	
	on the SSAFE Training Module	
5.	Revise SSAFE medical training material and	
_	training manual	
6.	Conduct IFAK training for UN Agencies	
	when and where needed	
D.	Emergency Trauma Bag Training	
4.	Provide emergency medical first	
	responders training based on the ETB	
	Training Module and baseline skills	
	necessary to respond to a mass casualty	
_	incident.	
5.	Revise ETB medical training material and	
6	training manual	
6.	Provide assistance to DSS Security Advisers (SA), Field Security Coordination Officers	
	(FSCO), key selected UN staff and qualified	
	medical personnel in the use of ETB as	
	approved by the chief of the DSS Medical	
	Team.	

Conduct ETB training for UN Agencies when and where needed		
Total	100%	

^{*}This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

Cost Headings	Unit of Measure (a)	Quantity Required	Unit Price (currency) (b)	Total Price (currency) (a X b)
Professional Fee of the experts proposed	training	20 training course per 1 year		
Managing Director/ Project Manager				
Nurse				
Sub-total				
Travel Related Cost				
DSA/Living				
Allowance				
Transportation cost				
of experts				
Communication				
charges, if any				
Sub-total				
Reproduction and				
Stationery cost				
Cost of conducting				
Workshops,				
including hall rental				
charges and				
Stationery				
Materials				
Overhead charges by				
the organization (not				
to exceed 7-10 %				
Grand Total				

Important: Total in table D.1 must match with Total in Table D.2

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

Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- **13.1** The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - **13.2.1** any other party with the Discloser's prior written consent; and,
 - 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:

- **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- **15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

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

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

23.0 AUTHORITY TO MODIFY:

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

Annex 4

Terms of Reference (ToR)

Type of Training: SSAFE-IFAK/ETB Trainer

Location where the Training needs to be conducted: Amman-Jordan

Expected Training Sessions: 20 training courses for 2019-2020

A. Project Description:

As mandated by SMT, UNDSS is conducting SSAFE training in Amman Jordan for all staff deploying to Yemen. UNDP is hiring the specialized First Aid Kit Training center. To this end, UNDP on behalf of UNDSS is looking for the provision of SSAFE-IFAK/ETB trainer under the long-term agreement (LTA). The expected number training within the course 1 years are 20 training session, which will determine the ceiling of the LTA.

B. Scope of Work: SSAFE Yemen conducted in Amman IFAK certified trainer

Part 1: First Aid Basic

Rescuer Duties

Victim and rescuer safety

Phoning for help

Finding the problem

2 Primary assessment of trauma patients: ABCDE approach

2 secondary assessment of trauma patients: Head to toe examination

Log roll maneuver to examine the back of the patients searching for injuries

2 After the emergency

Part2: Injury Emergency

2 Bleeding you can see

Bleeding you can't see

Trauma: head, neck, chest, abdomen, pelvis, spine, Extremities

2 Wounds: simple & complicated

☐ Injuries: Head, neck, spine & extremities

Splinting of Broken bone & sprains

2 Burn & electrical injures

Medical Training

Provide First Aid Responder Training based on the SSAFE Training Module Revise SSAFE medical training material and training manual

Conduct IFAK training for UN Agencies when and where needed

Emergency Trauma Bag Training

Provide emergency medical first responders training based on the ETB Training Module and baseline skills necessary to respond to a mass casualty incident.

Revise ETB medical training material and training manual

Provide assistance to DSS Security Advisers (SA), Field Security Coordination Officers (FSCO), key selected UN staff and qualified medical personnel in the use of ETB as approved by the chief of the DSS Medical Team. Conduct ETB training for UN Agencies when and where needed

D. Key Milestones and Deliverables

Deliverable	Target Due Dates	Payment terms/ Percentage from the total amount of the contract %	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
All participants of SSAFE-Amman trained on First Aid Responder Training based on the SSAFE Training Module for the year 2019-2020 in Amman and in other duty stations as may be determined by Management. Revised SSAFE medical training material and training manual in place. Standby emergency medical assistance provided during SSAFE training for the organized courses in the year 2019-2020. Emergency medical first responders training (based on the ETB Training Module and baseline skills necessary to respond to a mass casualty incident) provided to at least 200 participants/as determined by management. Assistance provided as and when required to the DSS Security Advisers (SA), Field Security Coordination Officers (FSCO), key selected UN staff and qualified medical personnel in the use of ETB as approved by the chief of the DSS Medical Team.	Based on Training Calendar. First course is from 18- 20 July 2019	100% Upon completion of the training	UNDSS Regional Training Coordinator SSAFE-Amman

E. Institutional Arrangement: The bidder must Indicate in their proposal designation of person who will directly supervise the contractor's employee deployed to UNDSS Regional Training Coordinator SSAFE-Amman. Moreover, the firm is fully responsible for their staff's payment and other administrative and logistic support to their staff.

Scope of Price Proposal and Schedule of Payments:

Lump sum: The quoted price will be taken as lump-sum based on which contract will be issued. This price will be fixed and will not change regardless of increase in price as a result of the things in market or economic condition.

Payment Schedule: Payment of each of the completed session will be made only upon successful delivery of the training course to the satisfaction of UNDSS/UNDP and endorsement of invoices by the UNDSS for payment.

Qualifications:

Qualification of Firm:

5 years of registration as a company;

- Minimum 3 years of relevant experience of providing the medical training in trauma, life support and emergency care;
- Has previous UN medical system/international medical experience or military medical experience with priority in international tasks is highly desirable;
- Has previous experience in developing emergency contingency plans;

Qualification of Nurse:

At least 3 year of experience in providing the medical training in trauma, life support and emergency care; Possess at least two years' experience in training and development of training materials

Has additional training or experience in a broad range of related fields, such as paramedics including First Aid Is a SSAFE certified trainer in IFAK and ETB;

Has experience in the usage of computers and office software packages (MS Word, Excel, etc.) is desirable; Years of Experience: Possess at least Three years of professional experience in medical training in trauma life support and emergency care

• Education Qualification: Diploma in Registered Nursing B.T.L.S., A.T.L.S., and W.A.L.S certified

<u>Qualification of Project Manager/Managing Director:</u>

Education: Master's degree in social science, Business Administration or any other field with 3 years of relevant experience or Bachelor's degree with 5 years of relevant experience;

At least 3 years of experience in managing and coordinating the training events'
Has proven track record of managing the team assigned to another organization for the training purpose;
Has at least 3 years of experience in managing and leading the team, including supervisory role;
Possess the practical knowledge of handling contracts, financial document and dealing with the clients.

Competencies expected from the proposed staff:

Functional Competencies:

Core Competencies:

Integrity and professionalism: demonstrated expertise in area of specialty and ability to apply
good judgment; high degree of autonomy, personal initiative and ability to take ownership;
willingness to accept wide responsibilities and ability to work independently under established
procedures in a politically sensitive environment, while exercising discretion, impartiality and
neutrality; ability to manage information objectively, accurately and confidentially; responsive
and client-oriented.

- Accountability: mature and responsible; ability to operate in compliance with organizational rules and regulations.
- Commitment to continuous learning: initiative and willingness to learn new skills and stay
 abreast of new developments in area of expertise; ability to adapt to changes in work
 environment.
- **Planning and organizing**: effective organizational and problem-solving skills and ability to manage a large volume of work in an efficient and timely manner; ability to establish priorities and to plan, coordinate and monitor (own) work; ability to work under pressure, with conflicting deadlines, and to handle multiple concurrent projects/activities.
- Teamwork and respect for diversity: ability to operate effectively across organizational boundaries; ability to establish and maintain effective partnerships and harmonious working relations in a multi-cultural, multi-ethnic environment with sensitivity and respect for diversity and gender.
- Communication: proven interpersonal skills; good spoken and written communication skills, including ability to prepare clear and concise reports; ability to conduct presentations, articulate options and positions concisely; ability to make and defend recommendations; ability to communicate and empathize with staff (including national staff), military personnel, volunteers, counterparts and local interlocutors coming from very diverse backgrounds; ability to maintain composure and remain helpful towards the staff, but objective, without showing personal interest; capacity to transfer information and knowledge to a wide range of different target groups Informed and transparent decision making

Language Requirement

English

UNDSS Responsibility:

- Provides the refreshment items, drinking water, coffee etc. necessary for the training;
- Send a request for training indicating date of training, venue, number of trainers necessary at least 3 working days in advance. In exceptional circumstances, the request can be made within 24 hours;

The Contracted Firms Responsibility:

- Provide the qualified and experienced staff matching the requirement stated in the TOR & training
- Submit the invoices upon completion of the training session and follow the instruction from UNDP for payment related issues;
- Make available the trainers on time, i.e. the trainers must be available for the exact dates stated in the request for training;

Evaluation Criteria:

Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)

Technical Proposal (70%)

☑ Expertise of the organization 30%

☑ Methodology, Its Appropriateness to the Condition and Timeliness 40%

☑ Management Structure and Qualification of Key Personnel 30%

A proposal is selected based on cumulative analysis; the total score is obtained by combining technical and financial attributes.

A two-stage procedure will be utilized in evaluating the proposals;

The technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 700 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 700 points prior to any price proposal being opened and compared.

Financial Proposal (30%)

Bidder must identify in the proposal professional fees, travel allowances and any operational costs. according to the breakdown template in the bid document. To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 700 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

300 points will be allocated based on financial proposal. In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.

A formula is as follows:

 $p = y (\mu/z)$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

 μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The contract shall be awarded to the proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal.

The total number of points ("maximum number of points") which a firm/institution may obtain for its proposal is as follows:

Technical proposal: 700 Financial proposal: 300 Total number of points: 1,000

The price proposal shall be deliverable based.

TECHNICAL EVALUATION CRITERIA/Grid

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan that includes at least one medic on the field practical day to support and monitor the designed syndicate on dealing with trauma in the field.	400

3.	Management Structure and Key Personnel		300	
		Total	1000	
Section 1. Bidder's qualification, capacity and experience			Points obtainable	
1.1	Reputation of Organization and Staff Credibility / Reliability General Organizational Capability which is likely to affect implementation: ma structure, financial stability and project financing capacity, project management control to which any work would be subcontracted		50 90	
1.3	1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country 5 years and above relevant experience 100 points 3-4 years 70 points			
1.4	1-2 years 40 Points Quality assurance procedures and risk mitigation measures		60	
•	Total Section 1			
Section 2. Proposed Methodology, Approach and Implementation Plan			300 Points obtainable	
2.1	Understanding of the requirement: Have the important aspects of the task been adsufficient detail? Are the tasks of the assignment adequately woeighted relative to one		50	
2.2			100	
2.3	Details on how the tasks shall be organized, controlled and delivered		100	
2.4	Description of available performance monitoring and evaluation mechanisms to track the task		50	
2.5	Work 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 execution of the contract		50	
Total :	Section 2		400	
Section 3. Management Structure and Key Personnel			Points obtainable	
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		50	
3.2	Qualifications of key personnel proposed			
3.2 a	Project Manager / Managing Director		250	
	- General Experience (5 years)	15	4	
	- Specific Experience relevant to the assignment (3 years in event or training services management)	15		
	- National experience (minimum 3 years)	15		
	- Language Qualifications (proficiency in spoken and written English, including preparation of reports)	20		
	Education Qualification (Master's degree with 3 years of experience or Bachelor's degree with 5 years of experience)	40		
3.2 b	Nurse			
	- General Experience (5 years)	15		
	- Specific Experience relevant to the assignment (3 years)	30		
	- National experience (3 years)	20		
	- Language Qualifications (high level proficiency in spoken and written English, ability to conduct workshops/training)	20		

-Special Skills (Training abilities and certification): Is a SSAFE certified trainer in IFAK and ETB;	20	
-Education Qualification (Diploma in Registered Nursing B.T.L.S., A.T.L.S., and W.A.L.S certified)	40	
Total Section 3		