

Section 3: Terms of Reference (TORs)

Entering into a Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Yemen

1) BACKGROUND AND JUSTIFICATION

The crisis in Yemen is resulting in massive population displacement and growing humanitarian and livelihoods needs. Within the framework of the UNDP Response to the Yemenn Crisis, UNDP is using the direct implementation modality for:

- Emergency employment for improved service delivery and restoration and repair of basic infrastructure
- Emergency support for restoration of disrupted livelihoods
- Emergency support for vulnerable groups including women headed household and people with disabilities
- Enhancing national and local capacities for community resilience
- Coordination for Early Recovery and Livelihoods

To achieve the above mentioned results, national and international consultants and support personnel will have to be recruited to assist in the implementation of UNDP projects in the field. On the other hand, UNDP also provides operations services to other UN agencies, including UNOCHA, which will also rely on this modality to carry out its humanitarian coordination activities in various governorates.

Accordingly, UNDP Yemen intends to establish a Long Term Agreement (LTA) for the provision of **Consultancy and Support Personnel Services** with one or more qualified services providers (per each LOT), which will be signed initially for one year, with six month probation period. The LTA will be extended for an additional two years, subject to satisfactory performance.

The Services both national and international are required inside Yemen and shall include deployment of contracted individuals in all governorates based on needs basis with possible travel within and outside the country to accomplish the tasks assigned. The expected UNDP expenditure (volume for services sought) is around USD 300,000 for three years period. However, UNDP does not guarantee that the mentioned volume will be channeled through a service provider(s), during the term of Long Term Agreement.

2) GENERAL OBJECTIVE

UNDP is looking for a suitably qualified and experienced company(s) (hereinafter referred to as "Contractor"), which can recruit and deploy qualified and experienced national and international consultants and support personnel to assist in delivering activities in the various governorates of Yemen (hereinafter referred to as "Services")

Depending on needs, Services shall be separated into two categories: Local Consultancy and Support Personnel Services (LCSPS) and International Consultancy Services (ICS). International and Local (Yemenn Nationals) Consultancy and Support Personnel Services shall be assigned different LOTs references, and accordingly, separate Lots award shall be applied as follows:

- **Lot A: Local Consultancy and Support Personnel Services.**
- **Lot B: International Consultancy Services.**

3) OBJECTIVE:

UNDP intends to identify qualified local and international Companies to provide support personnel and consultants (national & international) to support the implementation of field activities across the country. Based on the results of the competitive process, UNDP will sign one or two Long Term Agreement(s) (hereinafter referred as "Agreement") under each of the given Lots for the provision of the above mentioned services. Proposal(s) which obtain the highest combined (Technical + Financial) score will be considered. The first in the rank shall be considered (Primary Service Provider) and the second in rank shall be considered (Secondary Service Provider).

4) CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall be responsible for the complete set or parts of actions necessary for provision of the requested Consultancy and Support personnel services: (1) deployment including mobilization and travel arrangements, where applicable, and provision of minimum security requirements, and logistical support (office premises, workstations, etc); (2) full-time HR administration including contracts, basic entitlements (insurance package, national social security system, leave, travel and transportation costs, etc.) and payroll services; (3) performance monitoring of all contracted Consultants / Support personnel in close consultation with the most senior personnel nominated in the governorate and/or UNDP appointed staff namely for substantive/ technical performance and follow up on any issues or concerns that arise during assignments.

UNDP expects that the Contractor's services shall include, but not limited to, the following:

- 1. RECRUITMENT SERVICES:**
 - An efficient, merit based service, including sourcing and short-listing of suitable candidates as per TOR provided by UNDP.
 - Provision of initial briefing / induction on the duty station, as applicable.

2. TRAVEL, VISA AND TRANSPORTATION

- Arrangement of transit and initial entry visa(s) to Yemen for international consultants, extension (where necessary) of visas and residency permits;
 - Please note: Whenever necessary and possible, UNDP will provide assistance to the Contractor in obtaining visa and residency permit for the Contracted International Consultants. If such services provided by UNDP, the service provider should not claim service fee.
- The contractor will provide travel arrangement services to all consultants. Expenses will be reimbursed in line with UNDP Travel rules and regulation not to exceed the most direct economic route. If contracted individuals wish to travel on Business Class, they shall bear the air ticket payment difference.
 - Please note: Whenever necessary and possible, UNDP will provide assistance to the Contractor with regards to travel arrangements. If such services provided by UNDP, the service provider should not claim service fee.
- In-country transportation shall be managed by the Contractor and costs reimbursed by UNDP on use basis as authorized by the most senior field personnel.

3. OFFICE PREMISES:

The contractor will provide suitable office space furnished with proper office equipment and furniture for the contracted individuals, at reasonable cost in the relevant city and as agreed upon with UNDP. Cost will be reimbursed by UNDP, as applicable.

4. IT AND COMMUNICATIONS:

- The contractor will provide the necessary IT and computer support for contracted individuals deployed to the field. This would ordinarily include laptop computers, 3G, internet connection in the office (wherever possible), access to shared network printers and networked file backup and data storage.
- In the event that contracted individuals are co-located in UN premises and want to use their personal devices, they may only be connected to the UN network after being fully tested and accepted by respective IT Department following the removal of administrative rights on the device.
- The contractor will provide the contracted individuals with means of communication for work-related purposes, namely: a) pre-paid SIM cards for mobiles / telephone support (mobile phones should not be provided); b) scratch cards for mobile phones, to be provided only for the authorized limit, defined by UNDP for the relevant function.
- Title to any equipment and supplies provided to contracted individuals shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of the Call-Off Contract, when no longer needed, or at UNDP's request. Such equipment, when returned to UNDP, shall be in a workable condition, subject to normal wear and tear. The contracted individual(s) shall be liable to compensate for equipment damaged or degraded beyond normal wear and tear.



5. ACCOMMODATION

- The Contractor will arrange secure accommodation for International Contracted Individual(s). It shall be the International Contracted individual's responsibility to cover the related expenses for accommodation and food, as s/he will be paid Per Diem (living allowance) in line with UNDP rates.

6. INSURANCE

- Provide social security insurance to nationally recruited personnel as per the Yemenn Labour Law relevant provisions. In case, the individual is already registered in the Yemenn National Social Security system, the corresponding entitlement will be monetized and s/he will be responsible for continuing payments to the relevant authorities (ex. engineers, etc.).
- Arrange adequate insurance for national and international personnel covering:
 - Injury, death and disability insurance resulting from Malicious Acts.
 - Health insurance including medical evacuation, in case of international consultants.
 - Life insurance.

7. SECURITY

- For each governorate, the Company will review the local security conditions and adapt its security measures accordingly.
- The company is fully liable for the safety of the contracted individual(s).
- The contractor shall keep UNDP informed about any security situation changes on the areas of assignment/operations.
- The Contractor, its consultants, support personnel, agents, employees, subcontractors or independent contractors shall not be subject to UN security rules in Yemen or any other Country the selected candidate is required to travel to and UNDP under no circumstances shall be held responsible for their security. The Contractor shall be responsible for undertaking the measures and arrangements considered as appropriate and necessary for the security and safety of all deployments under the prospective Agreement and Call-Off Contract(s).

8. OTHER SERVICES

- HR Administration services including contracts, basic entitlements and payroll services.
- Annual/sick and maternity leave for support personnel as per Yemenn Labour Law
- Performance monitoring of all contracted Consultants / Support personnel in close consultation with the most senior personnel nominated in the governorate and/or UNDP appointed staff namely for substantive/ technical performance and follow up on any issues or concerns that arise during assignments.

For special assignments¹, the Contractor shall be responsible for obtaining necessary permits and customs clearance of any equipment and personal belongings. UNDP will not be held liable or assist in obtaining permits or clearance.

5) UNDP'S RESPONSIBILITIES:

UNDP will provide the profiles needed and corresponding terms of reference (TOR) for the consultant and/ or support personnel needed.

UNDP will cover the below specified costs incurred by contractors, based on submission of invoices for provided services. The costs of the following services will be covered by UNDP:

- ✓ Fess of national /international consultants and support personnel;
- ✓ Health and Life insurance;
- ✓ Social security for national personnel;
- ✓ Visa costs;
- ✓ Abroad and In-country travel related expenses (subject to prior approval by UNDP).
Travel costs which include ticket will be also paid in accordance with UNDP travel guidelines, where the applicable costs will be most economic, direct route. Business class tickets will not be considered, if the contracted individuals wish to buy a business class ticket, the difference of ticket amounts will be covered by the contracted individuals.
- ✓ In-country travel (ground) and transportation costs; this shall be managed by the Contractor and costs reimbursed by UNDP on use basis as authorized by the most senior field personnel;
- ✓ Office equipment and furniture (if not provided by UNDP);
- ✓ Rent of office premises (if not provided by UNDP);
- ✓ ICT equipment;
- ✓ Communications expenses, subject to prior approval by UNDP;
- ✓ Per Diem (subject to prior approval by UNDP). UNDP will provide the per diem rates applicable to international and national personnel;
- ✓ Security related expenditures. Any security related expenditures, as well as any other reimbursable expenditures (rent, transportation, etc.) should be discussed and approved by UNDP prior to implementation ;
- ✓ Contractor's service fee.

All Reimbursable expenses shall be reflected in the contract and shall be paid on actual not to exceed the given amount in the contract on submission of the contractor's monthly invoice and all original supporting documents to the respective original invoices. Technical specifications for equipment and maximum price reimbursable limits are provided in Annex III to TOR.

¹ Based on the written request of UNDP

6) TRAVEL, VISA AND TRANSPORTATION

- Whenever necessary and possible, UNDP will provide assistance to the Contractor in obtaining visa and residency permit for the Contracted International Consultants.
- Whenever necessary and possible, UNDP will provide assistance to the Contractor with regards to travel arrangements.
- Wherever applicable, Consultants/ support personnel should sign a UN liability form every time s/he uses a UN vehicle (armoured vehicles or other)².

7) OFFICE PREMISES³ AND ICT EQUIPMENT

- Where contracted consultants and support personnel are collocated in UN premises, access to existing office equipment, network, printers and internet will be provided.
- In the event that contracted individuals want to use their personal devices they may only be connected to the UN network after being fully tested and accepted by respective UNDP IT Department following the removal of administrative rights on the device.

8) SECURITY

- UNDP will share the latest available UN Security Advisory covering the security situation in areas of the assignment with the Contractor and/ or recruited staff. However, UNDP shall not be held liable in case of any incorrect information and/or possible consequences. It is the Contractor's responsibility to verify all the received information.
- UNDP will issue ID cards to all contracted individuals to facilitate their assignment.

Please note: In case of provision of any of above services by UNDP, the service provider should not claim service fee.

² Utilization of vehicles is subject to UNDP Security rules and regulations.

³ Subject to UNDP rules and regulations.



9) DURATION OF SERVICE PROVISION BY CONTRACTED INDIVIDUALS

Duration of deployment under the Agreement and respective Call-Off Contract will be as follows:

1 - The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) is intended solely to accommodate specific services for a period up to a maximum of one (1) year at a time. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) may be extended subject to satisfactory performance, up to a maximum duration of 3 years provided the LTA is valid till the end of the third year.

2. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) carries no expectation of any future deployment of contracted individuals with UNDP. However, the contracted individuals are not precluded, during or after the contract period, from applying as an external candidate to any UN vacancy, be it for any other service, or for a staff member position.

10) TYPES OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES:

Contracted individuals shall be deployed to support implementation of activities in the field for a defined period of time to provide:

(i) SUPPORT PERSONNEL SERVICES such as management, administrative support and labor forces.

(ii) LOCAL CONSULTANCY SERVICES such as advisory and technical services.

(iii) INTERNATIONAL CONSULTANCY SERVICES such as expert advisory and technical services.

11) EXAMPLES OF SUPPORT PERSONNEL AND NATIONAL / INTERNATIONAL CONSULTANCY SERVICES:

SUPPORT PERSONNEL SERVICES: (Applicable to local contracted individuals only):

1. Area Management
2. Reporting and Communication services
3. Supervisors and monitoring associates, etc.
4. Administrative Assistance in the fields of HR, Finance, IT, procurement, logistics etc...

CONSULTANCY SERVICES: (Applicable to Local and International contracted individuals):

1. Technical specializations (Engineering, solid waste, disability, infrastructure, socio-economic etc.).
2. Technical advisory roles and provision of expertise in various programme related fields.
3. Provision of specific, time-bound tasks requiring no daily attendance or presence at work premises such as proposal development, research, assessment.....etc..).

Please refer to Annex II for details of qualifications required and applicable remuneration scales.

12) TYPES OF REQUIRED CONTRACTED CONSULTANTS/SUPPORT STAFF :

10.1. The Contractor will provide local and/or International Consultancy and Support staff services on written request by UNDP-Yemen.

10.2. The Contractor is expected to provide individuals for the fulfillment of specific tasks including, but not limited to the following Categories:

- 1) Vocational Training
- 2) Micro, Small Business revival
- 3) Infrastructure and Construction/rehabilitation and Engineering Services (civil, electrical, etc.)
- 4) Community resilience
- 5) Early recovery
- 6) Governance and administration
- 7) Strategic planning and budget execution
- 8) Public consultation
- 9) Socio-economic development and poverty alleviation
- 10) Feasibility studies and impact assessments
- 11) Data collection and research
- 12) Communications
- 13) Disability rehabilitation
- 14) Health
- 15) NGO empowerment
- 16) Emergency employment

Please note:

The required services are not limited to the list provided above. The Contractor shall be responsible to provide suitably qualified individuals for any and all services that may be required by UNDP.

As needs for any service arise, the relevant Requesting Unit will draft Terms of Reference according to its requirements and will communicate its request to the Contractor. Such request shall be in writing and shall specify the category and level of the required individual(s), location of the project, the duration of the required services, the Terms of Reference outlining functional and qualifications requirements for the required individual(s), and travel to other areas as applicable.

Any order against the prospective Agreement shall be made by formal Call-Off Contract(s) issued to the Contractor by an authorized representative of UNDP. The Call-Off Contract shall set out the terms and conditions for the delivery of the services. Each Call-Off Contract shall make reference to the prospective Agreement.

The Contractor shall be aware of the following mandatory procedural safeguards that shall come into force upon signature of the Agreement by both parties:

a. If the Contractor deploys individuals to work for a given specific UNDP project under the Agreement and respective Call-Off Contract(s), the Contractor shall not be eligible to bid for supply of goods, services or works for that project, or any other projects where the Contractor may have obtained an advantage by reason of the deployment of its contracted individuals with UNDP.

b. If a contract for supply of goods, services or works for a project is awarded to a company which subsequently is identified as the successful Offeror under this RFP, the potential individuals will not be

eligible for deployment under that project until such time when subject contract for supply of goods, services or works is completed.

UNDP shall have no obligation to request the Contractor to provide either any minimum number of contracted individuals or a minimum volume of services during the term of the prospective Agreement. Prospective Agreement shall not accord any exclusivity to the Contractor with respect to the services described herein. UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity from any other source at any time.

13) NATIONAL AND INTERNATIONAL CONSULTANCY AND SUPPORT PERSONNEL FUNCTIONS:

Contracted individuals, whether National or International, are deployed by the Contractor at the request of UNDP to perform a specific function. Locally contracted individuals may be deployed to perform either support services or specialized services; while International contracted individuals shall be deployed to perform only Specialized Services.

All Yemenn Nationals will be considered as locally contracted individuals and will be assigned fees as per the agreed upon scale in this TORs.

All international Consultants (non-Yemenn nationals) will be assigned fees as per the agreed upon scale in this TORs.

Please note: Remuneration fees (scales) will be fixed in USD, therefore contracts with Support Personnel and local consultants should preferably be in USD as well. Alternative options should clearly be described in technical proposals.

14) PROVISION OF SERVICES PROCESS:

The Contractor is expected, upon receipt of written request for either Local or International services and corresponding ToRs from UNDP, to submit to UNDP a short-list of at least 3 (three) suitable qualified and available candidates per position within 5-10 working days from the date of request, Candidates shall be identified through Contractor's internal roster and network (within 5 days max) or/and advertisement and other networks and means as agreed with UNDP (10 days max);

UNDP will then proceed with review of CVs in line with set scoring criteria and advise whether to proceed with interviews for the shortlisted CVs. UNDP reserves its right to participate on the interview panel if deemed necessary prior to decision on final selection. UNDP will approve in writing the selection of the candidate deemed suitable within 10 working days upon provision of candidates' details;

In case none of the proposed candidates was found suitable, the contractor shall then submit another two suitable candidates. If none of the proposed candidates was found suitable after the second run (with Primary service provider), UNDP will utilize the services of Secondary service provider. At any time, UNDP reserves the right not to select nor contract any of the proposed candidates if nobody was found adequate. Once UNDP has made the selection of a suitable candidate, it will notify the Contractor to initiate the contracting of the selected individual in accordance with agreed terms and conditions and price schedule and on the basis of specialist's level (Annex II).



The company must provide UNDP with a copy of the signed contract between the company and the Contracted individual(s).

Upon the Contractor's confirmation that the selected candidate is medically fit and has accepted to work under the terms and conditions as specified in the Agreement, UNDP will issue a Call – Off Contract to the Contractor for the services of the selected Candidate.

The contractor will then mobilize the selected individual(s) within a maximum of 2 weeks or otherwise agreed following UNDP's written approval.

All contracted individuals will be deployed according to the terms and conditions stipulated in the agreement and the respective Contracts between UNDP and the contractor.

15) ENGAGING CLOSE RELATIVES OF UNDP PERSONNEL:

Contracting close relatives of UNDP personnel may be considered on an exceptional basis, and only where another individual equally qualified cannot be deployed. Such Contracts should only be signed after approval of UNDP Senior Management.

Relatives of UNDP personnel may be deployed under the Agreement and respective Call-Off Contract(s), provided that there is no conflict of interest and that the selected individual:

- a) is fully qualified for the position for which he/she is being considered;
- b) has been selected in accordance with the given selection policy under the given TORs, through a full, transparent and competitive selection process (without any involvement of the UNDP relative) where other qualified applicants were reviewed and short-listed;
- c) is not given undue preference by virtue of his/her kinship with a UNDP staff;
- d) is not assigned to serve in a position which is superior or subordinate in the same line of authority to the other.

16) MONITORING AND REPORTING

- The implementation of the contract will be directly supervised/ monitored by an assigned Contract Manager. Monthly meetings chaired by the Deputy Country Director will also be organized to discuss progress, strategic matters and issues relating to the implementation of the Contract.
- The contractor shall submit reports (narrative and financial) on monthly basis. Each report shall specify the summary of services provided during the reporting period with the relevant invoice and supporting documents (for details please refer to Annex I). All reports delivered to UNDP must be in English.
- The contractor will raise any issues encountered during the implementation immediately to UNDP to ensure a timely and proper management response.
- Where necessary UNDP might outsource monitoring of contract implementation or the performance of contracted individuals.
- On semi-annual basis the contractor will provide detailed combined report covering the previous 6 months, including (but not limited to) the statistics, covered areas, funds disbursed,

equipment & furniture purchased (status). The format and content of the report will be provided by UNDP.

17) PERFORMANCE EVALUATION:

Contracted individuals shall be deployed in recognitions of their skills and expertise to perform a specific task or deliver a specific piece of work. As such, the outputs and overall performance of contracted individuals and Contractors shall be monitored and documented by UNDP on regular basis to ensure that contractual obligations have been fully met.

Regular performance related discussions shall take place between the Contracted individual and the UNDP project manager, and satisfactory performance shall be certified prior to payment of any fees.

Contracted individual(s) performance evaluation reports are confidential and shall be maintained in the procurement file. In case of re-deployment of a former contracted individual under any other UNDP project, previous relevant performance evaluation report(s) shall be made available to the requesting unit.

18) KEY PERFORMANCE INDICATORS

Performance of the service provider will be monitored based on (but not limited to) following indicators:

- a) Number of requests received from UNDP vs number of successful recruitment processes conducted by service provider and individuals contracted
- b) Lead time from request submission to recruitment
- c) Percentage of satisfactory rating for all categories of personnel deployed (individual performance evaluation template to be provided by UNDP)
- d) Timeliness of reports submission
- e) Timeliness of provision of travel / transportation and visa services
- f) Accuracy of the reported data and invoiced amounts along with submission of necessary supporting documents
- g) Satisfaction rate of managed personnel (quality of contract management, premises and facilities provided). UNDP will undertake a satisfaction survey, as needed.

19) MINIMUM QUALIFICATION REQUIREMENTS:

- The proposer should prove to have at least 1 year of relevant experience.

- Litigation and arbitration history of the proposer does not bear any potential reputational or other risks for UNDP or other United Nations organizations and specialized agencies.
- Financial indicators prove proposer's long term sustainability and possession of sufficient financial resources to ensure it can meet its financial commitments under the Agreement.
- Relevant knowledge and capacity for the provision of services.
- Previous experience with UN agencies or INGOs.
- The Proposer should have a team of qualified personnel for contract management with the following minimum qualification:
 - ✓ Senior Manager to directly coordinate with UNDP on all contractual issues - 5 years of relevant experience;
 - ✓ Services coordinator to directly coordinate contract implementation on day to day basis with UNDP - 3 years of relevant experience; The Services Coordinator shall be representing the Contractor in attending all meetings with UNDP-Yemen or performing the written communications with UNDP-Yemen whenever required.
- Legally registered (in Yemen for Lot 1) and authorized to provide required services to facilitate the implementation of the UNDP projects.
- The service providers under Lot 2 should have a representation office in Yemen (it could be direct representation office or through sub-contractors/local agents, which must be registered in Yemen). *Note: UNDP considers availability of representation office in Yemen registered in relevant authorities as critical; eligibility to travel to and within Yemen and provision of security & administrative support services are necessary for contracted individuals to carry out the required services.*
- The contractor should have previous procurement experience and qualified staff to arrange facilities and working environment for contracted individuals.

20) SCOPE OF PROPOSAL PRICE



Proposers are required to quote the percentage that will be charged (as management fixed fee %) as a service fee from the total invoiced monthly amounts of services provided to UNDP.

21) PAYMENTS:

UNDP will pay the Contractor on monthly basis, within **15 days** from submission of invoice with all supporting documents and UNDP's acceptance of invoice and services provided. The payments are subject to agreed service conditions for the contracted individual(s), and based on the number of deployed contracted individuals for UNDP.

Local vendors will be paid via bank transfer in National Currency of Yemen based at the UN exchange rate on the day of payment.

The service provider selected for provision of international consultancy services will be paid via bank transfer in USD.

22) BIDS EVALUATION METHOD

Received proposals will be evaluated using Combined Scoring Method, the 70%-30% weights distribution for technical and financial proposals, respectively. Only financial Proposals of those Proposers who achieve the minimum technical score of (70% out of 1000 obtainable score) will be opened for evaluation. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened.

23) RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

The required structure provided under *Section 6 - Technical Proposal Form*.

24) SPECIAL CONDITIONS

A. CONDITION FOR PROPOSERS

- A.1 The service provider should be able to appoint one senior focal point (decision maker) for UNDP contract.
- A.2 The service provider should not at all be linked or related to Terrorist Organizations or individuals involved in such activities. Further, the service provider should not, under any circumstances, contract individuals linked or related to Terrorist Organizations.
- A.3 The service provider should guarantee the highest confidentiality of any details of UNDP contract and in no case should share any information related to UNDP contract with third parties (unless authorized by UNDP).

B. CONDITIONS FOR CONTRACTED INDIVIDUALS:

- B.1 Strict personal discipline and exemplary code of conduct is demanded from all contracted individuals to guarantee that UNDP and its clients are provided with impeccable standard of work.
- B.2 Contracted individuals are expected to be present at work as per established UNDP work schedule for Yemen or as otherwise stipulated in the respective contracts.
Local and International consultants are not entitled to any type of paid leave (e.g.



maternity/paternity or annual/sick), if any leave of absence is taken by the contracted individuals during contractual period, the remuneration paid to contracted individuals will be reduced commensurately by the number of working days the individual is absent.

- B.3 Contracted individuals/support personnel are not entitled to overtime pay.
- B.4 UN security standards do not apply to contracted individuals through companies, thus contracted individuals are not obliged to follow UN declared movement restrictions or other confinements called for security purposes unless deemed necessary by the Contractor.
- B.5 Tasks related reports shall be submitted according to the requirements outlined in the ToRs of each contracted individual and as communicated by UNDP to the Contractor at the time of the assignment.
- B.6 Either party may terminate the contracted individual services under any Contract at any time by giving the other party notice in writing of the intention to do so. Notice periods will be of a minimum 2 week notice. In the event of termination of contract, the contractor will be compensated on a pro-rata basis for no more than the actual number of days worked.
- B.7 UNDP may with immediate effect terminate any contracted individual(s) services for cause (as determined by UNDP) which may include inter alia; any breach of the terms and conditions of contract and agreement between UNDP and the contractor or any violation of the conduct required.

C. CONTRACTED INDIVIDUALS' RIGHTS AND OBLIGATIONS:

The rights and obligations of the Contracted individuals are strictly limited to the terms and conditions of the Agreement and as follows:

- C.1 Contracted individuals are specifically engaged for their skills and expertise, and to provide identified deliverables. Under specific circumstances, Contracted individuals can participate as non-voting members of corporate committees providing advisory services/support in their substantive area of expertise.
- C.2 The services carry no authority or legal rights to bind UNDP into any agreements. They must be performed within the timeframe indicated in the Contract.
- C.3 Contracted individuals are responsible for paying any taxes deriving from their earnings with UNDP in their home country.
- C.4 Contracted individuals must not be given any form of representational, supervisory approving or signing authority for committing UNDP into any legal and/or financial obligations (e.g., Atlas approving authority, signing of contracts, etc.)
- C.5 Contracted individuals do not participate in the United Nations Joint Staff Pension Fund (UNJSPF) and will not be eligible for any benefits from the Pension Fund in respect of the period of service under this contract.

D. LEGAL STATUS, RIGHT AND OBLIGATIONS

- D.1 Nothing contained in the Agreement and respective Call-Off Contract(s) shall be construed as establishing or creating between UNDP and the Contractor the relationship of master and servant. Principal and agent or employer and employee; it being understood



that the contracted individual is an independent contractor in relation to UNDP. Accordingly, no contracted individual deployed by the Contractor in connection with the performance of any obligation under the Agreement and respective Call-Off Contract(s) shall be regarded as an agent, servant, employee, contractor or Personnel of UNDP, and the Contractor shall be solely responsible for all claims by such Personnel arising out of or in connection with their deployment by the Contractor. The Contractor shall inform all relevant contracted individual(s) of the foregoing.

- D.2 Contracted individuals shall recognize and accept that terms and conditions of their deployment under the Agreement and respective Call-Off Contract(s) differ from those applicable to UNDP personnel appointed under the United Nations Staff Regulations and Rules and under the UNDP Individual Contractor Agreement Policy. Accordingly, Contracted individuals are not entitled to any benefit, payment, subsidy, compensation, entitlement or pension from UNDP.
- D.3 Contracted individuals must comply with the applicable, legal requirements of all relevant locations (e.g. country of origin, country of residence and Country(ies) of Services), including but not limited to those on taxation, licenses, work permits and visas.

E. SAFETY AND SECURITY

The responsibility for the safety and security of the Contractor and its contracted individuals and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- E.1 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;
- E.2 Assume all risks and liabilities related to the contracted Individuals' security, and the full implementation of the security plan.
- E.3 UNDP reserves the right to verify whether such 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 contracted individuals and for UNDP's property in its custody.
- E.4 While providing the services under the Contract, the Contractor shall:
 - Ensure that they are familiar with the security arrangements relating to the premises in which the Contracted individuals will be working; and
 - Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its contracted individuals and for UNDP's property in its custody without any liability from UNDP in this regard to the extent any damages incurred is not due to the negligence of UNDP.
- E.5 Where the security situation renders the performance of the services by the Contracted



individuals impossible to perform, UNDP may terminate the contract in accordance with the General Conditions for Professional Services.

- E.6 UN Security standards do not apply to Consultancy and support personnel Services contracted under Contractors, thus Contracted individuals are not obliged to follow UN declared movement restrictions or other confinements called for security purposes for the locality where the services are provided, unless deemed necessary by the Contractor and/or the Contracted individuals. If UN movement restrictions or other confinements are observed, no payments shall be processed by UNDP.
- E.7 UNDP will neither provide nor arrange for accommodation, transportation, security, medical or other logistical support ("Facilities") to the Contractor or their contracted individuals. The Contractor shall be responsible for ensuring that its contracted individuals are provided with the above Facilities in accordance with local, current, and potential or future, security conditions in the areas where the activities under the Contract are to be provided.
- E.8 The Contractor will be responsible for all air travel, both to and from Yemen and also within the country. UNDP may only provide assistance in securing seats on UN, or other, flights where civil aviation services are not available, and if so, the Contractor's contracted individuals will be required to comply fully with all UN security and transportation policies and procedures.
- E.9 The Contractor shall provide its contracted individuals with adequate life and medical insurance cover to cover local, current, and potential and future, security risks in Yemen. Such coverage shall include sufficient cover for emergency medical air evacuation, from their duty-location inside Yemen, as assessed by a professional security and/or medical advisor, to a suitable location outside of Yemen, including the cost of ongoing medical treatment. UNDP is not responsible for providing medical or emergency medical evacuation, by air or by road, to any contracted individuals.
- E.10 The Contractor understands and agrees that: (i) the Services are to be carried out under harsh and hostile conditions; (ii) as a result of such conditions, all United Nations international personnel have been removed from the country; and (iii) UNDP has no control over such conditions and cannot protect or secure the Contractor and its individuals from such conditions. In carrying out the services, the Contractor and its individuals shall assume the risks associated with such conditions and UNDP shall have no liability therefor.
- E.11 "The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including 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 the services provided by the Contractor pursuant to 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."

F. AUDITS AND INVESTIGATIONS:

- F.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether



internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or take any other action as it deems necessary.

- F.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.
- F.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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.
- F.4 In the event that the Contractor agrees with the results of any audit then the Contractor shall reimburse the relevant funds as soon as reasonably possible. In the event that the Contractor is not in agreement with any or all elements of any such audit report, then the matter shall be dealt with in accordance with **General conditions of contracts for services**.

G. CONTRACT TERMINATION

- G.1 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.
- G.2 In the event of any termination by UNDP, 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.
- G.3 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.
- G.4 UNDP reserves the right to terminate the contract with 15 days prior written notice in the events of change of controlling ownership of the Contractor or the Contractor fails to maintain the performance and service standards set forth in the contract.

G.5 UNDP reserves the right to terminate the contract immediately with 1 day prior written notice in the events of revealing the service provider to be linked or related to Terrorist Organizations or individuals involved into such activities.

G.6 The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

25) ANNEXES TO THE TOR (See below).



ANNEX I - THE LIST OF SUPPORTING DOCUMENTS.

Upon submission of the monthly invoice, the contractor shall submit to UNDP the following supporting documents, in addition to copy of the invoices pertaining to all reimbursable items (as agreed upon in the Call Off contract. This would include but not limited to the following:

- List of names of the contracted consultants/personnel included in the claimed invoice.
The list should include name of consultant/personnel, start and end dates of contract, position, and duty station;
- Copy of the contract signed with each consultant/personnel to be submitted once upon signature/ renewal of contract;
- Timesheets (per consultant/personnel) approved by contractor and UNDP;
- Copy of payment receipt (indicating amount) for monthly salary;
- Copy of the invoice pertaining to the cost of assets (e.g. laptops including serial numbers, 3G and 2G numbers etc.) provided to each consultant/personnel;
- Copy of the invoice pertaining to provision of health and life insurance, as applicable;
- Copy of the social security payment receipt, as applicable, or payment receipt for cash payment in case of monetization;
- Copy of payment receipts (indicating amount) for in-country transportation payments;
- Copy of payment receipts (indicating amount) for Per Diem payments;
- Copy of air tickets invoices;
- Copy of invoice pertaining to pre-approved security mitigation expenses related to office premises.



**QUALIFICATIONS OF CONTRACTED CONSULTANTS/SUPPORT PERSONNEL UNDER EACH LOT
AND APPLICABLE FEES**

Required Qualifications for Local Support Personnel (LSP) services and applicable fees

Level Reference for Local Support Personnel	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
		Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Range of Fees in USD	Monthly Range of Fees in USD
<u>I-LSP</u>	Advisor	9-10 years	11-12 years	High	=>35	183	3,984
				Mid	15-34	157	3,415
				Low	0	131	2,845
<u>H-LSP</u>	Senior Manager	7 - 8 years	9 - 10 years	High	=>35	131	2,845
				Mid	15-34	112	2,439
				Low	0	93	2,032
<u>G-LSP</u>	Manager	5 years	7 years	High	=>35	120	2,621
				Mid	15-34	103	2,246
				Low	0	86	1,872
<u>F-LSP</u>	Officer	4 years	6 years	High	=>35	86	1,872
				Mid	15-34	74	1,605
				Low	0	61	1,337
<u>E-LSP</u>	Senior Associate	5 years of relevant experience with Bachelor Degree		High	=>35	69	1,494
				Mid	15-34	59	1,280
				Low	0	49	1,067
<u>D-LSP</u>	Associate	4 years of relevant experience with Bachelor Degree		High	=>35	59	1,280
				Mid	15-34	49	1,067
				Low	0	42	914
<u>C-LSP</u>	Senior Assistant	2 years of relevant experience with Bachelor Degree		High	=>35	49	1,067
				Mid	15-34	42	914
				Low	0	35	762
<u>B-LSP</u>	Assistant	2 years of relevant experience with Diploma Certificate (two years)		High	=>35	40	878
				Mid	15-34	35	753
				Low	0	29	627
<u>A-LSP</u>	Labour	Physical ability to perform the work		High	N/A	15-20	Up to 520
		Suitable skills for the job		Mid	N/A	10-15	Up to 390
		Suitable skills for the job		Low	N/A	5-7	Up to 182

Required Qualifications for National Consultancy services and applicable fees

Level Reference	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
National consultancy		Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Range of Fees in USD	Monthly Range of Fees in USD
D-LC	Expert	9 years plus	11 years plus	High	=>35	198	4,315
				Mid	15-34	170	3,699
				Low	0	142	3,082
C-LC	Senior Specialist	7 - 8 years	9 - 10 years	High	=>35	142	3,082
				Mid	15-34	121	2,642
				Low	0	101	2,202
B-LC	Specialist	5 years	7 years	High	=>35	131	2,839
				Mid	15-34	112	2,434
				Low	0	93	2,028
A-LC	Junior Specialist	4 years	6 years	High	=>35	93	2,028
				Mid	15-34	80	1,738
				Low	0	67	1,449

Required Qualifications for International Consultancy services and applicable fees

Level Reference	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
International consultancy		Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Range of Fees in USD	Monthly Range of Fees in USD
D-IC	Expert	9 years plus	11 years plus	High	=>35	1000	16,313
				Low	0	800	10,875
C-IC	Senior Specialist	7 - 8 years	9 - 10 years	High	=>35	800	17,400
				Mid	15-34	650	14,138
				Low	0	500	10,875
B-IC	Specialist	5 years	7 years	High	=>35	500	10,875
				Mid	15-34	400	8,700
				Low	0	300	6,525
A-IC	Junior Specialist	4 years	6 years	High	=>35	300	6,525
				Mid	15-34	250	5,438
				Low	0	200	4,350

NB. Please note that the above fee scales are given as a reference (setting maximum levels). LTA holders may quote lower fees. UNDP expects lower fees for long term contracts as well.

FEES SETTING:

The fee setting for contracted consultants/support staff will be as follows:

- a. Assignments of proposed individuals will be always considered on the lowest band in the given level.
- b. To consider a higher band in the same given level, the proposed individuals shall need to meet other requirements and accumulate the identified points as follows and or through negotiation on a case by case basis:
 1. Complexity: The assigned deliverables/tasks are of high Technical complexity. **(10 Points)**.
 2. Availability: Highly specialized expertise may have a higher value on the labour market than expertise which is readily available. **(10 Points)**.
 3. Additional Related Years of Experience: Having additional years of experience related directly to the required services in the TORs, "Additional years of experience will be defined as the years of experience not mentioned in the TORs". That is if the TORs is asking for 5 year experience and the proposed individual(s) has additional years of experience of 5 years on top of the required 5 years then he/she may be entitled to the higher band in the given level. The additional years of experience shall not be less than 5 years for consideration on the given higher band "Mid" in the given level. **(15 Points)**.
And shall not be less than 10 years on the given Highest Band "High" as applicable. **(20 Points)**.
 4. Additional Degree: Having additional degree other than the required specified degree related to the required field. For example, a B-LC requires a Bachelor Degree in a relevant field, and if the individual identified as the best candidate holds a Master or higher degree in a relevant field, additional points may be added. **(10 Points)**.
 5. Hazard: Working in more risky areas. This shall be based on the UN Security level at the designated duty station at the time of preparation of Contractor's TOR and fee setting as follows:
10 Points will be allocated for Security Level III
15 Points will be allocated for Security Level IV
20 Points will be allocated for Security Level V
25 Points will be allocated for Security Level VI

If the proposed individual(s) designated duty station is in Security Level III area, but his/her work requires work related missions to areas of greater hazard, i.e. Security Levels IV or V, the points will be allocated according to the highest security phase applicable to the areas where the contracted individual(s) will have duty related missions.

Annex III – Technical specifications and maximum price limits

Items / Minimum technical specifications	Maximum price limits	Remarks
Air time and internet (monthly allowance)		
3G Modem		
Life and medical insurance (including injury, disability, death and disability insurance resulting from Malicious Acts) for local contracted individuals		This is applicable for national support personnel. For national consultant, life insurance including injury, death, disability insurance resulting from Malicious Acts is required.
Life insurance for International contracted individuals	Based on actual invoices	
LAPTOP <ul style="list-style-type: none"> • Brand name: Dell, Toshiba or equivalent • Intel® Core™ i5-540M 2.53GHz • Memory: 4 GB DDRIII Memory Expandable. • Hard disk 500 GB 7200 rpm. • Internal or external CD-RW/DVD-RW drive , Double Layer (optional) • 10/100Mbps integrated Ethernet adapter • 3 high speed USB ports • 14".1 up to 15.6" High Definition LED Widescreen Display • Display adapter 256 MB • Wireless LAN (802.11a/b/g/draft-N) • Bluetooth • Sound Controller • Integrated stereo speakers and microphone. • Integrated webcam • (Arabic/English) Keyboard. • External Optical Mouse (Small Size for Laptops) • Licensed Windows 7.0 or 8.0 I 64 bit • Lithium ion Battery life 6 cell • Original Bag is included. • Weight not more than 2.5 kg • Warranty: one year (Min.) 	Up to 850 USD	
MULTI FUNCTIONAL PRINTER for small offices up to 5 persons <ul style="list-style-type: none"> • Brand name: HP, Canon or equivalent ▪ Functions: Printer, Copier and Scanner ▪ Technology: Laser 	Up to 500 USD	

<ul style="list-style-type: none"> ▪ Duplex: Automatic ▪ Connectivity: USB and Ethernet ▪ Black/White ▪ Print Speed: 35ppm ▪ Print resolution:1200*1200 ▪ Printer Memory: 256 MB (Min.) ▪ Scanner Input Type: Flatbed ▪ Scan Resolution: 1200*1200 dpi ▪ Scanner Max document size: 8.5 x 11.7 ▪ Warranty: one year (Min.) 		
<p>MULTI FUNCTIONAL PRINTER for offices with more than 5 persons</p> <ul style="list-style-type: none"> • Brand name: HP, Canon or equivalent • Functions: Printer, Copier and Scanner • Technology: Laser • Duplex: Automatic • Connectivity: USB and Ethernet • Black/White • Print Speed: 42ppm • Print resolution:1200*1200 • Printer Memory: 256 MB (Min.) • Scanner Input Type: Flatbed • Scan to email :included • Scan Resolution: 1200*1200 dpi • Scanner Max document size: 8.5 x 11.7 • Warranty: one year (Min.) 	Up to 800 USD	
<p>3G WIRELESS ROUTER</p> <ul style="list-style-type: none"> • Brand name: Linksys or equivalent Accept • 3G SIM (internal or through USB) • Compatible with 3G networks HSDPA 850 / 900 / 1900 / 2100 - SM-G900F HSDPA 850 / 1900 / 2100 - SM-G900A HSDPA 850 / 900 / 1700 / 1900 / 2100 - SM-G900M HSDPA 850 / 1700 / 1900 / 2100 - SM-G900T • Wireless Protocols: IEEE 802.11bgn • Radio Frequency:2.4Ghz • Wireless Security: WPA 2 IP/TCP/UDP/ICMP/ARP/RARP Application Support • Data Rate: 54 Mbps • Interface: at least 4x10/100 Mbps switching Ethernet ports • Features: DHCP, NAT, Firewall, SPI Firewall, MAC / IP / Packet / Application / URL Filtering, Denial of Service (DoS), SYN Flooding, Ping of Death, static Routing. • Management: Web Based Configuration (HTTPs) • Warranty: One year (Min.) 		