Dear Sir/Madam,

You are invited to submit an offer for Small grants scheme: sustainable cultural programming for Yemeni youth in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I Instructions to Offerors
- Annex II General Conditions of Contract
- Annex III Terms of Reference (TOR)
- Annex IV Proposal Submission Form
- Annex V Price Schedule Form

Your offer comprising of (1) the completed Proposal Submission Form (Annex IV) and (2) the completed Price Schedule Form (Annex V), in two separate files and emails, must be sent electronically to the following dedicated e-mail address: ao.doha@unesco.org, no later than 23.02.2020 midnight 23:59hrs Doha Time, without any copy to any other e-mail addresses, and with the following subject line: RFPDOHA/CFW/2020/1010 Small-scale grants and capacity-building initiatives to support cultural programming in Yemen.

Offers addressed at any other e-mail accounts will be disqualified. Please note that all files together should not exceed 10 Mb.

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Ahmed Zaouche, Programme Manager, Cultural Development, a.zaouche@unesco.org

For and on behalf of UNESCO

Ms. Anna Paolini
UNESCO Doha Office
UNESCO Representative to the Arab States of the Gulf and Yemen
ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national suppliers who are legally constituted, can provide the requested services. Bidders are ineligible if at the time of submission of the offer:

(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.
(b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
(c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption;
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the United Nations Supplier Code of Conduct

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.
UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation’s mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in **English or Arabic**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. Documents Comprising the Proposal
The Proposal shall comprise the following components:

a) Proposal submission form;
b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
c) Price schedule, completed in accordance with clauses 10 & 11;

10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

10. Proposal Submission Form (Annex IV)

The Offeror shall submit a completed copy of the Proposal Submission Form (Annex IV).

11. Price Schedule Form (Annex V)

The Offeror shall submit a completed copy of the Price Schedule Form (Annex V) fully indicating the costs of activities under the contract.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US Dollars.

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original” and “Copy” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided. UNESCO payment will be processed in USD.

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

E-mail offers are requested. Please refer to instructions on the cover page.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents.

18. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

19. Modification and withdrawal of Proposals
The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals
UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals
To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination
UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals
A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal (Annex IV Proposal Submission Form) is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).
OPTION 2 – HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.

Technical Proposal Evaluation Form (Evaluation of Annex IV Proposal Submission Form)

<table>
<thead>
<tr>
<th>Sample: Summary of Technical Proposal Evaluation Forms</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
</table>
| 1. Expertise of the Requestor submitting Proposal (previous experience in fields of youth empowerment, income-generation/small enterprises, and/or cultural production and heritage appreciation) | 150 | A  
B  
C |
| 2. Proposed Activities and Implementation (impact and efficiency in terms of maximizing no. beneficiaries and no. work days, project design, inclusiveness) | 400 | |
| 3. Field presence of Requester (access to local network of contacts) | 100 | |
| 4. Proposed visibility plan and connections with local media and relevant stakeholders | 50 | |
| Sub-total for Technical Evaluation | 700 | |

Financial Proposal Evaluation Form (Evaluation of Annex V Price Schedule Form)

<table>
<thead>
<tr>
<th>Sample: Summary of Financial Proposal</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
</table>
| Financial Proposal | 300 | A  
B  
C |
| Sub-total for Financial Evaluation | 300 | |

Evaluation of the price proposals (of all Offerors who have attained minimum 70% score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = lowest price/other price * total points obtainable for financial proposal]

An example:

- Offeror A – lowest price ranked as 1\textsuperscript{st} in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2\textsuperscript{nd} in the amount of USD 15,000 = b
  Points assigned to A = 300 & Points assigned to B = 200 (following formula: a/b * 300 i.e. 10,000/15,000 * 300 = 200 points)

Combined Technical and Financial Evaluation Form

<table>
<thead>
<tr>
<th>Sample: Summary of Financial Proposal Evaluation Forms</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
</table>
| Sub-total Technical Proposal | 700 | A  
B  
C  
D |
| Sub-total Financial Proposal | 300 | |
| Total 1000 | | |
F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.
ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

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

3. 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 the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. 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 UNESCO.

5. SUB-CONTRACTING
In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT
The Contractor warrants that no official of UNESCO 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. INDEMNIFICATION
The Contractor shall indemnify, hold and save harmless, and conform with the provisions of this Contract. The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation or any authority external to UNESCO in connection with its business or otherwise.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS
UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to its products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION
Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it, by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- Revised: June 2017 BFM/FPC
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, which are beyond the control of the Parties. 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 UNESCO, 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 UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO 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. 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, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 “Settlement of Disputes” below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement, such dispute, controversy or claim shall be referred to either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

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

19. CHILD LABOUR

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

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

20. 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 Prohibition 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.
23. SECURITY
The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:
(a) 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;
(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

24. ANTI-TERRORISM
The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1999). The list can be accessed via:

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.
ANNEX III – Terms of Reference (TOR)

I. Background

The conflict in Yemen has impacted the country’s unique cultural heritage and the cultural life of Yemeni people. As the destruction of culture is often at the frontline of conflict, the promotion of arts and culture in support of cultural pluralism must be at the forefront of peacebuilding and recovery efforts that promote cultural rights and rebuild trust in local communities. A void in cultural expression in the life of cities may give rise to public despair and disillusionment, particularly amongst youth, and impeded their ability to engage with dialogue and reconciliation. The deterioration of cultural expression and programming in Yemen directly affects the dignity and future of its people – and their ability to even believe in the future.

Youth constitute 70% of the Yemeni population and are the most affected by the conflict. Young people are facing high unemployment rates, restricted access to education and other basic needs such as food and healthcare.

Young artists have struggled to practice art publicly during the conflict through poetry, street art, exhibitions and performances. However, lacking financial resources, capacities, outreach and institutional support, these initiatives from Yemeni youth attest to the need for concerted efforts to improve cultural services in Yemen.

As the UN agency with a comparative advantage in the fields of culture and youth empowerment, UNESCO adopted in 2015 the Strategy for the reinforcement of the Organization’s actions for the protection of culture and the promotion of cultural pluralism in the event of armed conflict. Under this framework, UNESCO launched a partnership with the European Union in September 2018 for a three-year project entitled, “Cash for Work: Promoting Livelihood Opportunities for Urban Youth in Yemen”.

The Cash for Work Project aims to provide youth in Yemen with alternatives to conflict through job and training opportunities to improve their livelihoods and rehabilitate cultural heritage. Youth involvement is seen as essential for stabilizing communities by engaging them in meaningful employment for heritage and infrastructure restoration in urban centres through cash-for-work schemes.

Under the cultural programming component of the Project, small-scale grants will be awarded to CSOs in Yemen to promote social cohesion for young Yemenis and contribute to sustainable cultural development. UNESCO’s partnerships with local CSOs will also be established with a view to building local organizational and management capacities and enhancing the outreach of civil society in public dialogue for peacebuilding.

The actions to be covered under this Contract will apply the cash-for-work methodology to cultural programming for the first time to provide vital support to Yemeni young
cultural operators who have experienced major loss as a result of the conflict. The assistance will help create a sustainable foundation for future employment and development in Yemen’s culture sector by presenting cultural production as a viable means of livelihoods.

II. Objectives

The objectives of the small grants are to support the development of profitable models of cultural and creative industries in Yemeni civil society, through:

1. Providing an income to support the livelihoods of young Yemeni artists;
2. Building the professional and artistic skills of young Yemeni artists;
3. Promoting public awareness and appreciation for Yemeni cultural diversity and creativity as well as its potential for community dialogue and reconciliation.

To achieve these objectives, UNESCO will partner with a local civil society organization specializing in culture and/or youth to organize a cultural project that engages young Yemenis and provides them with an income during the period of employment/training.

III. Design of the cultural project

Activities

The cultural project should be one of the following events or activities in either traditional or contemporary Yemeni arts:

A. Artistic performance, recital etc.
B. Artistic exhibition
C. Radio production
D. Documentation/inventory initiative for heritage preservation (oral, architectural, etc.)
E. Performing/training in traditional arts and practices
F. Mentorships between experienced artists and young trainees
G. Film production
H. Cultural festival
I. Training workshop on artistic production
J. Training workshop on cultural management or entrepreneurship
K. Other activity under the performing arts, visual arts, or media arts

Projects could promote public appreciation of contemporary and traditional Yemeni cultural heritage, such as oral traditions, history and collective memory, the revitalisation of traditional practices.
Location

The project could be held in schools, public and community spaces, CSOs offices in public spaces etc.

* Priority will be given to applications for projects organized or performed in public spaces and/or heritage monuments, to maximise public awareness of the initiative.

Beneficiaries

The CSO will organise a cultural project that will employ young Yemenis as trainees to implement or perform the project. The target age group will be 18-30 years. The activity will be designed to assist the young Yemenis by providing them with on-the-job skills training during their participation that will build their professional skills in cultural production.

The target group of young Yemenis will be paid wages set at USD 12 per day in exchange for their contribution and participation in the cultural project organised by the CSO. Each day that a beneficiary is employed will be defined as 1 “working day”.

* The activity should have the clearance of the authorities as needed, before implementation. This is a prerequisite for awarding the grant.

Fund Disbursement

UNESCO

CSO

Cultural Project

Young trainees/artists
(daily wage rate = USD 12)
IV. Geographic and time scope

As the geographical scope of the “Cash for Work Project” focusses on the four cities of Sana’a, Shibam, Zabid and Aden, all activities proposed should take place in one of these cities.

The activities should be implemented within the period of March to October 2020.

V. Maximum impact

UNESCO will prioritise applications for projects that maximise the targeted impact of the assistance by:

- Maximising the number of young Yemeni beneficiaries;
- Maximising the number of working days per beneficiary;
- Maximising the impact of the project on public awareness through effective outreach.

VI. Reporting

If selected, documentation the CSO will submit to UNESCO the following documentation during the timeframe of the partnership will include:

1. A detailed finalised work plan of all activities to be submitted to UNESCO for final approval after consultations
2. A progress report on the implementation of the cultural project to monitor the achievement of targets, including data on the profile of selected beneficiaries and challenges of implementation
3. A final progress report including the above data and overall conclusions on successes and challenges

The dates of submission for the documentation will be determined following the proposed timeline and workplan.

VII. Eligibility criteria

Only registered CSOs with up-to-date documentation may submit applications for the grant. They should also meet the following criteria.

Mandatory criteria related to the expertise of the organization/firm:
- A geographical presence in Yemen in one of the four cities of Sana’a, Shibam, Zabid and Aden is necessary,
- At least 2 years experience working in the fields of youth and/or culture programming and/or entrepreneurship
- A local network of contacts in media, youth, livelihoods, and/or cultural development
- Proven experience in organizing/facilitating capacity-building trainings and workshops for youth, preferably in the fields of culture and/or entrepreneurship
- Good communication skills in both English and Arabic.

Desirable criteria:
- Experience in implementing small-scale grant schemes involving students, professionals, entrepreneurs
- Online presence (website) or through social media

VIII. Copyright

UNESCO operates under an Open Access policy using the Creative Commons IGO 3.0 licenses for sharing its content. The works funded and produced by UNESCO can be freely used and distributed. The Contractor shall grant to UNESCO the worldwide copyright in the Work, which shall, during the whole term of the copyright, have the right to translate, adapt, reproduce, perform, broadcast, communicate to the public, print and publish in any language and in any form the whole or any part of the Work, and to authorize others to exercise any or all of its rights hereunder.

IX. Assurance mechanism

UNESCO shall have the right, at its own expense, to have the Contractor’s books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Contractor by the UNESCO’s, internal/external auditor, as UNESCO may appoint or the Contractor’s own auditor.

UNESCO may conduct, or arrange for, a periodic evaluation of the Contractor’s implementation of the project. To this end, the Contractor will upon UNESCO’s request, enable representatives or designees of UNESCO to visit the project site(s) and facilities, inspect property and review books and records related to the project.
## Section I: Institution Contact Details

<table>
<thead>
<tr>
<th>Name of Institution</th>
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<tbody>
<tr>
<td>Name of Institution Representative</td>
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<tr>
<td>Position of Institution Representative</td>
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<tr>
<td>Main address of Institution</td>
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<tr>
<th>Address of other offices if applicable</th>
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<td>Telephone</td>
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<td>Area of expertise</td>
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## Section II: Expertise of Institution

**Overview of activities of the Contractor**

- Experience working in the fields of youth and/or culture programming and/or entrepreneurship

- Experience in delivering capacity-building workshops, preferably for youth in the MENA region in the fields of cultural arts and heritage promotion and/or entrepreneurship

- Desirable: experience in managing small grant involving students, professionals, entrepreneurs

- Optional: other relevant experience, technical expertise, network of contacts or organizational resources

## Section III: Proposed Work Plan

**Total funding requested (USD)**

<table>
<thead>
<tr>
<th>Duration</th>
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<tbody>
<tr>
<td><strong>Location of project</strong></td>
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<tr>
<td>Select one from Sana’a, Aden, Zabid, Shibam</td>
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</tbody>
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| **Objectives of project** |  
| *Describe the cultural project and how youth would be employed and trained as part of the grant* |

| **Implementation of activities** |  
| *Describe the activities in detail, including information on location, timeline, number of beneficiaries* |

| **Expected results** |  
| *Describe the measurable change that would occur after the activities are implemented* |

| **Monitoring** |  
| *Describe how the Contractor will regularly monitor the implementation of activities to achieve targets* |

| **Communication** |  
| *Describe how the project team will raise public awareness of the project, for example through outreach with local media, arts and youth institutions, municipal authorities etc.* |

| **Maximum impact** |  
| *Describe how the work plan will maximise the impact of the project* |

<p>| <strong>Institution’s project team</strong> |<br />
| <em>Provide the names, positions and responsibilities, and CVs (as attachments) of all staff members on the project team</em> |</p>
<table>
<thead>
<tr>
<th>Section IV: Targets</th>
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<tbody>
<tr>
<td>Number of youth that would be supported with cash income</td>
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<tr>
<td>through this project</td>
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<td>---------------------------------------------------------</td>
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<tr>
<td>Total value of income disbursed to youth (USD)</td>
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<td>---------------------------------------------------------</td>
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<tr>
<td>Number of youth trained</td>
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<td>---------------------------------------------------------</td>
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<tr>
<td>Number of working/training days created</td>
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ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.

3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.

4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

<table>
<thead>
<tr>
<th>Description of Activity/Item</th>
<th>No of workers</th>
<th>Rate per Day [currency/amount]</th>
<th>Total [currency/amount]</th>
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</table>

Financial Proposal / Price Schedule

Request for Proposal Ref:

Total Financial Proposal [currency/amount]:

Date of Submission:

Authorized Signature:

Description of Activity/Item