MARKET CONSULTATION
FOR PROVIDING INTELLECTUAL SERVICES RELATIVE TO THE ANALYSIS AND
COORDINATION OF INTERNATIONAL SUPPORT TO ECONOMIC RESILIENCE IN YEMEN
IN THE FRAMEWORK OF THE EU-OECD PROJECT ON PROMOTING ECONOMIC RESILIENCE

PREAMBLE

The OECD brings together the governments of 37 countries committed to democracy and the market economy from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries’ economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than 100 other countries and economies, from Brazil, China and India to the least developed countries in Africa.

Fast facts

- Established: 1961
- Location: Paris, France
- Membership: 37
- Budget: EUR 386 million (2019)
- Secretariat staff: 3300
- Secretary-General: Angel Gurría
- Publications: 250 new titles/year
- Official languages: English/French

Monitoring, analysing and forecasting

For over 50 years, the OECD has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends and analyses, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

Enlargement and Key Partners

OECD member countries agreed to open accession discussions with Costa Rica in 2015.

The Organisation is also reinforcing its engagement with its Key Partners – South Africa; Brazil, China, India and Indonesia.

Publishing

The OECD is one of the world's largest publishers in the fields of economics and public policy. OECD publications are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online.

Publications are available through the OECD Network Environment (O.N.E) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library for individuals who wish to browse titles free-of-charge and also to purchase publications.
INSTRUCTION TO BIDDERS

ARTICLE 1 - PURPOSE AND OBJECT OF THE MARKET CONSULTATION

The Organisation for Economic Co-operation and Development (OECD), an intergovernmental organisation headquartered in Paris (France), is launching this Market Consultation with a view to sourcing one contractor to support the Organisation’s strategic guidance and provide technical support and analysis on donor coordination to support economic resilience and recovery in Yemen, under the umbrella of the EU-OECD Project on Promoting Economic Resilience in Yemen.

ARTICLE 2 - TERMS AND CONDITIONS OF THE MARKET CONSULTATION

2.1 Composition of the Market Consultation

The documentation relating to the Market Consultation includes the following parts:

- a) Instructions to Bidders;
- b) Terms of Reference;
- c) Minimum General Terms and Conditions of Contract.

2.2 Offers

All Offers will be treated as contractually binding for the Bidder.

2.3 Duration of Offer validity

Offers shall remain valid for one hundred and eighty (180) calendar days, as from the deadline for receipt of Offers.

2.4 Additional information

Should any problems of interpretation arise in the course of drawing up the Consultation documents, Bidders may submit their questions by email at the address Charity.Kome@oecd.org, before 21 May 2021 at 12:00 pm (Paris Time). The Organisation will not commit to answer questions or clarification received after this date. All Bidders will be advised of the answers given to such questions.

2.5 Communication

The sole point of contact throughout the tender process should be Ms Charity Kome. All communication relating to this Market Consultation shall be done directly by email directly with the point of contact, as outlined in 2.4. To ensure fairness and transparency, the Organisation reserves the right to reject any Offer where the Bidder has had direct contact with other OECD personnel involved in the Market Consultation process.
2.6 Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Offer or part thereof that is received in response to the Market Consultation.

The OECD reserves the right:
- To accept Offers with non-substantial defects
- To reject Offers received after the deadline for receipt of Offers, without indemnity or justification.

2.7 Modification or cancellation of Consultation

The Organisation reserves the right to modify or cancel all or part of the Market Consultation, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Bidders.

2.8 Partnerships

Partnerships must jointly meet the administrative requirements set out in the Market Consultation. Each partner must also meet full requirements individually.

2.9 Extension of the deadline for receipt of Offers

The OECD reserves the right to extend the deadline for receipt of the Offers. In that case, all the Bidder’s and Organisation’s rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.10 Costs and Expenses

Offers are not paid. No reimbursement of expenses related to the preparation of any Offer will be made by the OECD.

2.11 Confidentiality

The Market Consultation and any further information communicated to the Bidder or which come to their knowledge in the course of the Market Consultation and the performance of the work are confidential and are strictly dedicated to the purpose of the Market Consultation. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the Market Consultation process or to receive a written attestation that they have been destroyed.

ARTICLE 3 - PRESENTATION, SUBMISSION AND CONTENTS OF OFFERS

3.1 Offers presentation and conditions for submission

Offers shall be entirely drafted in English and shall be received by the Organisation before **26 May 2021 at 4.00pm (Paris time)**.
In accordance with the OECD’s Greening initiative, Bidders shall submit their Offers to the email address Charity.Kome@oecd.org.

Offers which are received by the Organisation after the deadline specified above as well as Offers which do not fully comply with the Terms of Reference may, at the sole discretion of the Organisation, be rejected and returned to the Bidder.

Offers received in any format other than via the email above shall be systematically rejected.

3.2 Contents of the Offer

Bidders must provide:

- The Offer; to include, but not be limited to:
  - The required bidder submission documents as detailed in Section 6. Responding to market consultation of the Terms of Reference.

3.2.1 Financial Conditions

Prices quoted must include everything necessary for the complete execution of an eventual contract. Charges for items essential to execution of the contract and not identified in the Offer will be borne by the Bidder. All prices must be in Euros.

ARTICLE 4 - INTERVIEWS

The Organisation reserves the right to organise interviews and request the Bidders to specify the content of their Offer.

ARTICLE 5 – SELECTION CRITERIA

Proposals will be evaluated upon the following criteria:

a) Technical quality of the bid (80%):
   a) Proven experience in working on economic analysis and donor coordination in the economic sector (30%);
   b) Knowledge of Yemen’s economic and social contexts as well as the donors’ landscape and development coordination mechanisms for Yemen and has the ability to establish and maintain contacts with donors and development partners’ (30%);
   c) Proven experience in analysis of donor’s coordination at the country level and support to initiatives relevant areas covered by the project namely economic and financial policies and donor coordination, (10%);
   d) Proven experience in the organisation of high-level and technical events and effective knowledge of project management including monitoring and evaluation (10%).

b) Commercial proposal (20%)

The Organisation reserves the right to organise interviews and request the bidders to specify the content of their Proposals.
All Bidders will be informed, whenever possible, of the decision taken on their Offers.

TERMS OF REFERENCE

FOR PROVIDING INTELLECTUAL SERVICES RELATIVE TO THE IMPLEMENTATION OF THE EU-OECD PROGRAMME ON PROMOTING ECONOMIC RESILIENCE IN YEMEN

1. Background

*The Organisation for Economic Co-operation and Development (OECD)* promotes policies to improve the economic and social well-being of people around the world. The OECD provides a forum in which governments can work together to share experiences and seek solutions to common problems. It works with governments to understand what drives economic, social and environmental change. The common thread of its work is a shared commitment to market economies backed by democratic institutions and focused on the well-being of all citizens.

The EU-OECD Programme on Promoting Economic Resilience in Yemen aims at strengthening socio-economic resilience of Yemen to impede state failure and create conditions for viable economic institutions in the framework of a unified state. The programme will build capacity in support of economic governance and private sector development while promoting donor coordination and policy coherence. The programme will be articulated around four results, namely: i) Improving capacities of Yemen’s central economic institutions in priority areas needed for economic recovery and resilience; ii) strengthening the capacity of key statistical institutions to carry out economic data collection and analysis; iii) support to develop public advocacy and managerial skills of private sector institutions; iv) effective donor coordination and policy coherence in the economic sector. The programme will be implemented in coordination with other development partners that are supporting Yemen’s economic resilience and will directly contribute to existing coordination mechanisms and in particular the Yemen Economic Development Platform proposed by the EU.

2. Objective of the market consultation

The OECD is issuing this consultation with a view to sourcing one contractor to support the Organisation’s strategic guidance and provide technical support and analysis on donor coordination to support economic resilience and recovery in Yemen, under the umbrella of the EU-OECD Programme on Promoting Economic Resilience in Yemen. The work carried out by the contractor will be delivered under the guidance and supervision of the Head of the OECD Middle East & Africa Division and in consultation with the project manager.

3. Description of the task

During the implementation of the project and in relation to the donor coordination component, the OECD expects to achieve the following objectives:

- Support the coordination with development partners working on Yemen;
- Conduct a mapping of development partners working on Yemen aiming to provide strategic analysis on areas for complementarities and synergies to support priority policy reforms and capacity building needs in Yemen;
- Provide operational support to the work of the Yemen Economic Development Platform.

**Role and responsibilities/functions/indicative tasks of the contractor**

The contractor is required to provide the following services:
• Support the OECD by regularly providing high-level strategic advice and participating/organising outreach or substantive meetings as necessary under the component related to donor coordination in the framework of EU-OECD Programme;
• Responsible for providing operational functions to the Yemen Economic Development Platform including mapping of donors programmes and support in the area of economic governance and private sector development;
• Ensure regular communication and liaison with the EU delegation in Amman and contribute to monitoring and reporting functions of the Programme, as needed.

Indicative tasks:
• Provide strategic advice to the OECD on the Yemen Economic Development Platform, contributing to the definition and implementation of the Platform’s objectives and helping steer the substantive discussions under the Platform and engage key stakeholders in consultation with the Executive Coordinator of the platform;
• Provide the necessary support for the operations of the Yemen Economic Development Platform including its Steering Committee and technical working groups (tasks may include: preparation of agenda, minutes, reports, and background documents, development and implementation of the work-plan, management of knowledge and communication, etc.);
• Contribute to monitoring and reporting functions of the overall programme as well as liaison with the EU delegation;
• Help the OECD team follow up on specific collaboration with development partners and the United Nations System and regular mapping of their interventions programmes and support in the area of economic governance and private sector development;
• Support the OECD team on the organisation of meetings, consultations and other relevant events;
• Participate, when needed, in consultation meetings, capacity building workshops, technical discussions and outreach events.

The contractor should be based in Amman, Jordan and would be expected to travel to Yemen if the security and health conditions are favourable.

4. Minimum qualifications of the contractor

Potential contractors interested in participating to this Market Consultation should demonstrate the following minimum qualifications:

• Advanced university degree in economics, macroeconomic or related fields;
• At least 5 years of experience working on economic policy issues and conducting economic policy analysis acquired in an international organisation, government ministry, academia, relevant private sector organisations, NGO, think tank or similar. Proven experience in working in projects with teams of economists would be considered an asset;
• At least 5 years of experience with programmes or projects related to donor coordination and policy coherence;
• At least 5 years of experience in Yemen or other crisis contexts, fragile states and resilience-based development interventions;
• Experience in managing Information Technology solutions and digital platforms mostly to support capacity building (interactions between stakeholders, document exchanges, organising events and webinars);
• Excellent analytical skills and ability to synthesise complex results and present them to a non-specialist audience;
• Strong interpersonal skills, including in building relationships;
• Excellent English proficiency, both orally and written; Good command of Arabic would be an asset.

5. Duration
The OECD estimates that this project will be executed over a period of 18 months.

6. Responding to the market consultation

To participate in this market consultation, interested bidders are requested to provide a technical offer (comprising of a concept note and a CV) and budget proposal. Each application should be submitted in English.

**Concept note**
The concept note will consist of a statement of qualifications and experience (maximum 4 pages) explaining:
- A short description of how the applicant fulfils the competencies described above (4. Minimum qualifications of the contractor) and highlighting similar activities previously carried out;
- Proposing a methodology and roadmap on conducting a mapping of development partners working on Yemen aiming to provide strategic analysis on areas for complementarities and synergies to support priority policy reforms and capacity building needs in Yemen and ways to support the work of the Yemen Economic Development Platform, reflecting the technical criteria as described above (Article 5 – Selection Criteria of the instruction to bidders)

**Curricula Vitae**
Contractors responding to this market consultation shall provide the Curricula Vitae, providing further details on the relevant expertise / experience pertaining to the minimum requirements.

**Financial proposal**
The contractor will provide a daily rate for the execution of the work and a lump sum that covers the costs for the total time committed through the 18 months period.

7. Additional Items

**Travel**
It is anticipated that any significant travel required under this ToR would be expensed separately by the OECD Secretariat and so should not be included within this budget.

**Management**
The project will be managed by the OECD Secretariat. The contractor is expected to work closely with the OECD Secretariat and update the Secretariat on progress against the scope of work, challenges and preliminary findings.

**Event management and costs**
The OECD will coordinate venue booking and hospitality organisation and costs for events (e.g. consultations) foreseen as part of this project.

**Intellectual property**
Any intellectual product that results from this framework contract shall be the property of the OECD.

**Minimum general conditions for OECD contracts**

The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the Competitive process would have been awarded (the “Contract”). These minimum
general conditions are not exclusive and could, as the case may be, be modified and/or complemented with additional conditions in the Contract.

**ARTICLE 1 – GOODS OR SERVICES**

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

**ARTICLE 2 – PRICES**

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

**ARTICLE 3 – PAYMENTS AND TAXES**

Payment will be made in Euros.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor’s invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

**ARTICLE 4 – DELAY IN EXECUTION**

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

**ARTICLE 5 – ACCESS TO THE PREMISES AND SYSTEMS**

If the Work requires at any time the presence of the Contractor and/or of the Contractor’s employees, agents or representatives (“Personnel”) on the premises of the Organisation and/or access to the OECD’s systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

**ARTICLE 6 – IMPLEMENTATION OF THE WORK**

The Contractor undertakes that the Work shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

**ARTICLE 7 – AUTHORITY**
The Contractor hereby declares having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor’s Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

**ARTICLE 8 – LIABILITY**

The Contractor shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with Contractor’s performance or breach of the Contract.

The Contractor shall, at its own cost, maintain throughout the duration of the Contract and as necessary thereafter adequate insurances to cover such risks, including any risks related to the execution of the Contract.

**ARTICLE 9 – REPRESENTATIVES**

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract.

In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor’s Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

**ARTICLE 10 – INTELLECTUAL PROPERTY**

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD enjoys full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor grants to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor warrants that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

**ARTICLE 11 – TRANSFER OF RIGHTS OR OBLIGATIONS**
The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

**ARTICLE 12 – TERMINATION**

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation reserves the right to terminate the Contract without any prior notice or indemnity:

i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or

ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation may also, by written notice sent through registered mail with recorded delivery to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice shall specify that termination is for the Organisation's convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

i) To have any portion completed at the Contract terms and prices; and/or;

ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

**ARTICLE 13 – FINANCIAL INFORMATION**

During the Contract and at least seven years after its termination, the Contractor shall:

i) keep financial accounting documents concerning the Contract and the Work;

ii) make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by its any of its subcontractors.

The Organisation or any other entity designated by the Organisation may undertake, including on the spot, checks related to the Contract and/or the Work.

**ARTICLE 14 – ETHICAL PRACTICES**

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, anti-bribery and anti-corruption.
OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, we request our suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

**ARTICLE 15 – ARBITRATION CLAUSE**

Given the status of the Organisation as an international organisation, the Parties specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

**ARTICLE 16 – CONFIDENTIALITY**

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor’s Personnel is expressly bound by and respect the provisions of the present clause.

**ARTICLE 17 – DATABASES**

The Contractor is informed that the OECD compiles an Organisation wide database of suppliers and that information relating to the Contractor will be included in this database. Subject to compliance with the OECD’s policies on protection of personal information, the database will contain any relevant information with respect to the Contractor and the Contractor’s contracts with the Organisation, including, without limitation, the financial terms, the contract deliverables and evaluations of the Contractor’s work. It is the Organisation’s policy to allow access to the database to certain management and administrative staff.

Notwithstanding anything expressed or implied by the present Contract or at law, and in particular any obligations of confidentiality undertaken by the Organisation, the Contractor understands and accepts that the OECD will collect, process and disclose the information related to the Contractor in the manner described above and hereby waives all claims against the Organisation and its personnel in this respect.