



وزارة الكهرباء والطاقة

## **Request for Proposals**

### ***Provision of graphic design and printing services***

### **UNDP/GEF Improving Energy Efficiency Project for Lighting & Appliances**

### **Terms of Reference**



وزارة الكهرباء والطاقة

## Letter of Invitation Metro Advertising Design and printing

13 August 2015

Dear Sir / Madam:

The “Improving Energy Efficiency of Lighting and Other Building Appliances” (IEEL&A) hereby invites you to submit a Proposal to this **Request for Proposal (RFP)** for Graphic Designing and printing a Metro body advertisement.

The proposal must be expressed in the English language and valid for a minimum of 30 days.

Two copies of your offer (one original and a copy), comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted no later than **Monday 7/09/2015.**

**Dr Ibrahim Yassin**

*Project Manager*

*Project Title: Improving Energy Efficiency of Lighting and Other Building Appliances project*

*Address: 1, Maher Abaza street, Extension of Ramses Street, behind El Sekka El Hadid club - 3<sup>rd</sup> floor - Rural Electrification Building*

*Telephone & Fax number: 02 23422923- 23426924*

*E-mail address: ibrahim.yassin.mahmoud@gmail.com*

Should you require further clarifications, kindly communicate with Mr. Mohamed Mohsen (PR and Comm. Specialist) as the focal point for queries on this RFP.  
(Mohamed.mohsen@eepegypt.org)

(IEEL&A) looks forward to receiving your proposal and thanks you in advance for your interest in (IEEL&A) procurement opportunities.

Yours sincerely,

Dr Ibrahim Yassin

Project Manager  
Improving Energy Efficiency Project

## A. GENERAL

1. IEEL&A hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by IEEL&A in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by IEEL&A. IEEL&A Project is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities.
5. In responding to this RFP, IEEL&A Project requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold IEEL&A Project interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the program project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP or IEEL&A Project staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to IEEL&A PROJECT's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to

information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link:  
<http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **1. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 1.1. Technical Proposal (see prescribed form in RFP (Section 4);
- 1.2. Financial Proposal (see prescribed form in RFP Section 5);

Any attachments and/or appendices to the Proposal.

### **2. Clarification of Proposal**

- 2.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Letter of Invitation** prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the IEEL&A PROJECT address indicated in the **Letter of Invitation**. IEEL&A will respond in writing, Transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 2.2 IEEL&A shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IEEL&A Project to extend the submission date of the Proposals, unless IEEL&A Project deems that such an extension is justified and necessary.

### **3. Amendment of Proposals**

- 3.1 At any time prior to the deadline of Proposal submission, IEEL&A may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet**
- 3.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, IEEL&A Project may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## ***Purpose of RFP:***

The purpose of this RFP is to request offers for The (IEEL&A) requesting assistance to hire a company to provide a graphic design and printing of an advertisement which will be posted on Metro body as per the attached TOR (section 3)

## **Solicitation Documents**

### **1. Required Documents from the proposers:**

- 1- Technical Proposal
- 2- Financial Proposal

## **Preparation of Proposals**

### **1. Cost of proposal**

The Proposer shall bear all costs associated with the preparation and submission of the Proposal.

### **2. Language of the proposal**

Both the technical and financial offers must be prepared in English language.

### **3. Financial Proposals**

The Financial Proposal shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

### **4. Proposal currencies**

All prices shall be quoted in Egyptian Pounds L.E .

### **5. Period of validity of proposals**

Proposals shall remain valid for thirty (30) days after the date of Proposal submission prescribed by the (IEEL&A)

## 6. Format and signing of proposals

The Proposer shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

### 6.1 Submission of Proposals

The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

The outer envelope shall be addressed to:–

**Dr Ibrahim Yassin**

*Project Manager*

*Project Title: Improving Energy Efficiency of Lighting and Other Building Appliances project*

*Address: 1, Maher Abaza street , Extension of Ramses Street, behind El Sekka El Hadid club*

*3rd floor - Rural Electrification Building*

*Telephone & Fax number: + 02 23422923- 23426924*

**and marked with –**

“RFP: Services for Graphic Design and printing for Metro marketing campaign”. Submission of proposals must be received by the( IEEL&A) project at the above mentioned address. no later than **Monday 7/09/2015. 14:00pm, Cairo local time.**

Any Proposal received by (IEEL&A) project after the deadline for submission of proposals, will be rejected.

## **7. Opening of Proposals**

a) Opening of proposals

The (IEEL&A) project will open the Proposals in the presence of a Committee headed by the project Manager of (IEEL&A) project.

b) Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, ( IEEL&A) project may at its discretion, ask the Proposer 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.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

## **8. EVALUATION OF PROPOSALS**

The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet (Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the Data Sheet.

In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers.  $\text{Overall Score} = \text{Technical Score} * 0.7 + \text{Financial Score} * 0.3$

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and reputation of Firm / Organization submitting Proposal	10%	10					
2.	Creative Concept and text	30%	30					
3.	Graphic design layout	30%	30					
4	Quality of delivered vinyl sample	10%	10					
5	4 months Warranty cover program	10%	10					
6	3D visualization of metro body after applying designed ad.	10%	10					
<b>Total</b>			<b>100</b>					

## 9. Award of Contract

### a) Award criteria, award of contract

The ( IEEL&A) project reserves the right to accept or reject any Proposal, without there by incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the ( IEEL&A) project will award the contract to the qualified Proposer whose proposal after being evaluated is considered to be the most responsive to the needs of the ( IEEL&A) project as per the TOR and activity concerned.

### b) (IEEL&A) project right to vary requirements at time of award

The ( IEEL&A) project reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### c) Signing of the contract

Within 10 days of receipt of the contract the successful Proposer shall sign each page of the contract and date the contract and return it to the (IEEL&A) project.



## Terms of Reference (TOR) for Developing online marketing campaign

### 1. BACKGROUND INFORMATION

The **UNDP/GEF Improving Energy Efficiency Project for Lighting and Appliances (IEEL&A)** is a project that is jointly financed by United Nations Developing Program (UNDP) and Global Environment Facility (GEF) and its overall goal is to improve the energy efficiency of lighting and household appliances, and transform the Egyptian market towards using efficient equipment.

The **(IEEL&A)** project started an awareness campaign digitally on Facebook and YouTube and is looking forward to go outdoor as well to reach public directly. And it was found that Cairo Metro transports around 4 Million passengers daily which means our message can reach a huge number of audience.

### 2. OBJECTIVE

The **(IEEL&A)** is going to start an awareness campaign in Cairo Metro and it is going to be a Vinyl poster covers the Metro Body itself with some graphic reflects the message of the campaign “**Watty El-Watt** **وطى الوات**” which aims to consumption reduction and Electricity saving in order to increase the public awareness of the project mission in saving energy.

### 3. SCOPE OF WORK

- Design an artwork graphic reflects the campaign identity and message
- Design and colors should be attractive yet simple as it will be posted on a moving body
- Come up with creative and innovative concept ideas and text
- Message should suit the target Audience of metro passengers who are considered B & C class
- Printing should be on an outdoor four colors vinyl with lamination to be durable and washable as it will stay for four months
- Proposer is meant to provide a sample of the used materials
- Total area of the metro body is around 1000 m<sup>2</sup>, yet proposer is liable to acquire the Metro dimensions by themselves in case of acceptance
- Warranty should be provided on the colors and vinyl texture against the weather conditions “color fading, vinyl decay ...etc”
- Designs should be delivered in open source format upon request
- Technical evaluation will be assessed upon material sample received, basic creative concept and imagination of the design and its 3D lay out
- Establishing a 3D Visualized metro body after applying designed layout to it showing all metro aspects

**Deliverables:**

- Creative Concept and text
- Graphic design layout
- 3D visualized video shows all metro aspects with ad. on it
- Print out

**4. Time schedule:**

This is a tentative time schedule for the activities which should be a total of 1 month since date of signing the contract. Yet proposer has to submit in the proposal a detailed weekly work plan for activities

Activity	Weeks
	1
	2
	3
	4
Total	4

The Technical and financial proposals must be delivered before **Monday 7/09/2015.** (02:00 pm) in two sealed separate envelopes stating the company name and the type of the proposal.

**Project address: 1 Maher Abaza St. behind El Sekka Club – Nasr City.**

## Section 4: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

*Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.*

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the IEEL&A PROJECT and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statements of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

## SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the IEEL&A PROJECT. If substitution is unavoidable it will be with a person who, in the opinion of the IEEL&A project manager, is at least as experienced as the person being replaced, and subject to the approval of IEEL&A PROJECT. No increase in costs will be considered as a result of any substitution.)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: Highlight experience in the region and on similar projects.		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organization, if applicable:	Job Title and Activities Description of actual role performed:
e.g. June 2004-January 2005		
Etc.		
Etc.		
References no.1 (minimum of 3):	Name  Designation  Organization  Contact Information – Address; Phone; Email; etc.	

Reference no.2	Name Designation Organization Contact Information – Address; Phone; Email; etc.
Reference no.3	Name Designation Organization Contact Information – Address; Phone; Email; etc.
Declaration:  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.  <hr/> <hr/> <div> <div>Signature of the Nominated Team Leader/Member</div> <div>Date Signed</div> </div>	

## Section 5: Financial Proposal Form<sup>1</sup>

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The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. IEEL&A PROJECT reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[IEEL&A Project to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR)	
2	Deliverable 2		
3	....		
	Total	100%	LE .....

\*Basis for payment tranches

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<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

**B. Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. IEEL&A PROJECT shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				



## Section 6: Contract for Professional Services

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**IEEL&A PROJECT'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE.  
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The Improving Energy Efficiency of Lighting and Other Building Appliances Project (hereinafter referred to as "IEEL&A PROJECT"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents
  - 1.1 This Contract is subject to the IEEL&A PROJECT General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
  - 1.2 The Contractor and IEEL&A PROJECT also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
    - a) this Letter;
    - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
    - c) the Contractor's Proposal [ref....., dated .....]
    - d) The IEEL&A PROJECT Request for Proposal [ref....., dated.....]
  - 1.3 All the above shall form the Contract between the Contractor and IEEL&A PROJECT, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
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....	.....	.....	.....
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....	.....	.....	.....
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2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ [NAME and TITLE], IEEL&A PROJECT.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to IEEL&A PROJECT the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report

.././....

Final report

.././....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

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

## OPTION 1 (FIXED PRICE)

### 3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, IEEL&A PROJECT shall pay the Contractor a fixed contract price of \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by IEEL&A PROJECT to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by IEEL&A PROJECT of the Contractor's performance of the Services.
- 3.4 IEEL&A PROJECT shall effect payments to the Contractor after acceptance by IEEL&A PROJECT of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE	AMOUNT	TARGET DATE
-----------	--------	-------------

Upon.....	.....	.././....
-----------	-------	-----------

.....	.....	.././....
-------	-------	-----------

Invoices shall indicate the milestones achieved and corresponding amount payable.

### 4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of IEEL&A PROJECT's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by IEEL&A PROJECT of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to IEEL&A PROJECT.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ [INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

5.2 Invoices submitted by fax shall not be accepted by IEEL&A PROJECT.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by IEEL&A PROJECT. IEEL&A PROJECT shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by IEEL&A PROJECT to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] IEEL&A PROJECT.

9. Notifications

For the purpose of notifications under the Contract, the addresses of IEEL&A PROJECT and the Contractor are as follows:

**For the IEEL&A PROJECT:**

Name  
Designation

Address

Tel. No.

Fax. No.

Email address:

**For the Contractor:**

Name  
Designation

Address

Tel. No.

Fax. No.

Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## IEEL&A PROJECT

### GENERAL CONDITIONS OF CONTRACT FOR SERVICES

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

#### 4.0 ASSIGNMENT:

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

#### 5.0 SUB-CONTRACTING:

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

#### 6.0 OFFICIALS NOT TO BENEFIT:

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

## 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, IEEL&A PROJECT, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name IEEL&A PROJECT as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the IEEL&A PROJECT;

8.4.3 Provide that the IEEL&A PROJECT shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the IEEL&A PROJECT with satisfactory evidence of the insurance required under this Article.

## 9.0 ENCUMBRANCES/LIENS:

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

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

## 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

11.3 At the request of the IEEL&A PROJECT; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the IEEL&A PROJECT in compliance with the requirements of the applicable law and of the Contract.

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

## 12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF IEEL&A PROJECT OR THE UNITED NATIONS:

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



### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

#### 13.1 The recipient ("Recipient") of such information shall:

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

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

#### 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

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

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

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

13.2.2.3 for the IEEL&A PROJECT, an affiliated Fund such as UNCDF, UNIFEM

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

13.4 The IEEL&A PROJECT may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

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

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IEEL&A PROJECT, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IEEL&A PROJECT of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IEEL&A PROJECT shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the IEEL&A PROJECT shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the IEEL&A PROJECT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 IEEL&A PROJECT reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case IEEL&A PROJECT shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by IEEL&A PROJECT under this Article, no payment shall be due from IEEL&A PROJECT to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the IEEL&A PROJECT may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the IEEL&A PROJECT of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of Egyptian commercial law. Any disputes cannot be resolved amicably, Egyptians laws will prevail.

## 17.0 PRIVILEGES AND IMMUNITIES:

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

## 18.0 TAX EXEMPTION

18.1 N/A

## 19.0 CHILD LABOUR

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

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

## 20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle IEEL&A PROJECT to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of IEEL&A PROJECT.

## 21.0 OBSERVANCE OF THE LAW:

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

## 22.0 SEXUAL EXPLOITATION:

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

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

## 23.0 SECURITY:

23.1 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.

23.2 IEEL&A PROJECT 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 IEEL&A PROJECT's property in its custody as set forth in paragraph 4.1 above.

#### **24.0 AUDITS AND INVESTIGATIONS:**

24.1 Each invoice paid by IEEL&A PROJECT shall be subject to a post-payment audit by auditors, whether internal or external, of IEEL&A PROJECT or the authorized agents of the IEEL&A PROJECT 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 IEEL&A PROJECT shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the IEEL&A PROJECT other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by IEEL&A PROJECT have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, IEEL&A PROJECT reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, IEEL&A PROJECT 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 IEEL&A PROJECT 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. 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 IEEL&A PROJECT 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 IEEL&A PROJECT hereunder.

#### **25.0 ANTI-TERRORISM:**

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the IEEL&A PROJECT funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by IEEL&A PROJECT hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

#### **26.0 AUTHORITY TO MODIFY:**

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

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