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## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

<b>The Executive Secretariat for the Demining and Development of the North-West Coast</b>  <b>Ministry of Investment and International Cooperation,</b> <b>8 Adly St., Downtown, Cairo, Egypt</b>	DATE: December, 2017
	REFERENCE: RFP/EXECSEC/VA/ December 2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy Services for:-

- *Developing the Technical Policies, Strategies as well as the Operational System for the Artificial Limbs Center in Matrouh Governorate.*

**N.B. the Executive Secretariat for the Demining and Development of the North-West Coast will be hereunder referred to as “The Executive Secretariat”**

In preparing your proposal, kindly use the form attached hereto Annex 2 as guidance.

**A technical and financial Proposal shall be submitted in accordance with the below instructions:-**

- The financial part and the technical part of this proposals must be submitted completely separately into four separate sealed envelopes and each of them must be sealed individually and clearly marked on the outside as either TECHNICAL PROPOSAL or FINANCIAL PROPOSAL
- Proposals should be submitted on or before Sunday, December 10, 2017
- The Proposals are to be delivered in person or via courier to the following address:

Ministry of Investment and International Cooperation, 8 Adly St., Downtown, Cairo, Egypt  
The Executive Secretariat for the Demining and Development of the North-West Coast

**Attention: Procurement Officer**

Your Proposal must be expressed in **English**, and is valid for a minimum period of **60 days**.

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

## Annex 1

### Description of Requirements

Context of the Requirement	Check terms of reference
Implementing Partner of UNDP	The Executive Secretariat for the Demining and Development of the North-West Coast.
Brief Description of the Required Services	<b><i>Developing the Technical Policies for the Artificial Limbs Center in Matrouh.</i></b>
Scope of Work	<p><b><u>Developing the Technical Policies for the Artificial Limbs Center in Matrouh.</u></b></p> <ol style="list-style-type: none"> <li>1. Assess the current situation of the Artificial Limbs Center from the technical perspective.</li> <li>2. Evaluate the staff of the Artificial Limbs Center technically and recommend capacity building programs.</li> <li>3. Revisit the organizational chart and the hierarchy of the center (from the technical perspective).</li> <li>4. Develop all the technical policies and strategies required to run the center successfully.</li> <li>5. Design an operational system for the center (i.e. registering patients, fitting and maintenance system, follow up and client feedback, etc...)</li> <li>6. Uncover all the potential partners and stakeholders.</li> <li>7. Identify any opportunity and come up with ideas that will contribute to the success of the center and ensure the financial sustainability.</li> <li>8. Acquaint Exec Sec with the policies and strategies developed.</li> <li>9. Any further task to be assigned by Exec Sec during the contract period.</li> </ol> <p><b>The Technical Proposal should include the following:-</b></p> <ul style="list-style-type: none"> <li>○ Firm profile</li> <li>○ Qualifications of key personnel and consultants.</li> <li>○ Experience with Governmental bodies, UN agencies or UN projects is a plus.</li> </ul>
Deliverables	<p><b><u>Deliverable for the assignment:</u></b></p> <p><b>Deliverable 1:</b> A report that includes the work plan, the timeframe along with the methodology.</p>

	<p><b>Deliverable 2:</b> A report that includes the assessment of the Artificial Limbs Center and its staff from the technical (prosthetics and orthotics) perspective.</p> <p><b>Deliverable 3:</b> Final Report that includes all the technical policies, strategies and operational systems for the Artificial Limbs Center.</p> <p><i>NB: A standup presentation will be conducted upon the completion of the assignments.</i></p>
Frequency of Reporting	<i>[as needed]</i>
Location of work	Matrouh and Cairo
Expected duration of work	Two months from the date of signing the contract
Target start date	14 <sup>th</sup> of December, 2017
Latest completion date	31st of January, 2017
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	Local Currency (EGP)
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<p>60 days</p> <p>In exceptional circumstances, the Executive Secretariat may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	Not permitted

Payment Terms	Outputs	Percentage	Condition for Payment Release
	Submission of Deliverable 1: Detailed work plan which includes the timeframe along with methodology	20%	Within 10 days from receiving the written acceptance of the Executive Secretariat (i.e., not mere receipt)
	Submission of the Deliverable 2: A report that includes the assessment of the Artificial Limbs Center and its staff from the technical perspective.	30 %	Within 10 days from receiving the written acceptance of the Executive Secretariat (i.e., not mere receipt)
	Submission and final approval of Deliverable 3: Final Report that includes all the technical policies, strategies and operational system for the Artificial Limbs Center.	50%	Within 10 days from receiving the written acceptance of the Executive Secretariat (i.e., not mere receipt)
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Exec Sec management and designated officers		
Type of Contract to be Signed	Contract for Professional Services		

Criteria for Contract Award	<ul style="list-style-type: none"> <li>- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</li> <li>- Full acceptance of the Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>- Experience of the Firm 25%</li> <li>- Methodology, Its appropriateness to the Condition and Timeliness of the Implementation Plan 40%</li> <li>- Management Structure and Qualification of Key Personnel 35%</li> </ul> <p><b>Note: All technical offers receiving a score less than 70% will be technically disqualified.</b></p> <p><b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the Executive Secretariat</p>
The Executive Secretariat will award the contract to:	One and only one Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> <li>- Form for Submission of Proposal (Annex 2)</li> <li>- General Terms and Conditions / Special Conditions (Annex 3)</li> <li>- Detailed TOR</li> </ul>
Contact Person for Inquiries (Written inquiries only)	<p><a href="mailto:Inquiries@egyptmineaction.com">Inquiries@egyptmineaction.com</a></p> <p>Any delay in the Executive Secretariat's response shall be not used as a reason for extending the deadline for submission, unless the Executive Secretariat determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	N/A

## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

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Ministry of Investment and International Cooperation, 8 Adly St., Downtown, Cairo, Egypt

*Insert: Date*

To: The Executive Secretariat of the Demining and Development of the North West Coast

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to the Executive Secretariat in conformity with the requirements defined in the RFP dated [*specify date*], and all of its attachments, as well as the provisions of the Executive Secretariat General Contract Terms and Conditions:

#### A. **Qualifications of the Service Provider**

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

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

#### B. **Proposed Methodology for the Completion of Services**

*The Service Provider must describe how it will address/deliver the demands of the RFP;*

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<sup>1</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



*providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

*\*This shall be the basis of the payment tranches*

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<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>				

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

## **Annex 3**

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **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 the Executive Secretariat.

#### **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 the Executive Secretariat for all sub-contractors. The approval of the Executive Secretariat 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 the Executive Secretariat 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, the Executive Secretariat, 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 the Executive Secretariat as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Executive Secretariat;

**8.4.3** Provide that the Executive Secretariat shall receive 30 days written notice from the insurers prior to any cancellation or change of coverage.

**8.4.4** The Contractor shall, upon request, provide the Executive Secretariat 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 Executive

Secretariat 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 the Executive Secretariat shall rest with the Executive Secretariat and any such equipment shall be returned to the Executive Secretariat at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the Executive Secretariat, 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 the Executive Secretariat 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 Executive Secretariat 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 Executive Secretariat 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 Executive Secretariat.

**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 Executive Secretariat does not and shall not claim any ownership interest thereto, and the Contractor grants to the Executive Secretariat 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 Executive Secretariat; 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 Executive Secretariat 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 Executive Secretariat, shall be made available for use or inspection by the Executive Secretariat at reasonable times and in reasonable places, shall be treated as confidential, and shall

be delivered only to the Executive Secretariat authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE EXECUTIVE SECRETARIAT OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the Executive Secretariat, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the Executive Secretariat or the United Nations, or any abbreviation of the name of the Executive Secretariat or the 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 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 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,

- 13.3** 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 Executive Secretariat sufficient prior notice of a request for the disclosure of Information in order to allow the Executive Secretariat 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 Executive Secretariat 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 Executive Secretariat, 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 Executive Secretariat 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 Executive Secretariat 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 Executive Secretariat 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 Executive

Secretariat 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 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** The Executive Secretariat reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case THE EXECUTIVE SECRETARIAT 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 the Executive Secretariat under this Article, no payment shall be due from the Executive Secretariat 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 Executive Secretariat 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 Executive Secretariat of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international



commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the Executive Secretariat to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the

Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

**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 the Executive Secretariat to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of the Executive Secretariat.

**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 the Executive Secretariat 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 Executive Secretariat 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

## ANNEX 4

### Terms of Reference

**Title of Assignment:**

- Developing the Technical Policies, Strategies and Operational System for the Artificial Limbs Center in Matrouh

**Period of assignment:** 14<sup>th</sup> December 2017- 31<sup>st</sup> January, 2017.

**Deadline for application:** 10<sup>th</sup> of December, 2017

### **1. BACKGROUND**

In partnership with the Ministry of Investment and International Cooperation, the second phase of the project entitled “Support to the North-West Coast Development Plan and Relevant Mine Action” builds on the accomplishments of the first phase. The new phase aims to strengthen national capacities to address Mine Action in Egypt, through the provision of relevant tools and mechanisms; reintegrate mine victims into the economy as productive community members; and support the continuation of mine clearance operations in line with the National Development Plan of the North-West Coast. Phase II was launched with a new contribution agreement with the European Union. The UNDP provides technical expertise and support through a combination of in-country technical assistance, visiting consultations, capacity development (including south-south study tours, participation in international conferences and workshops, and placements at relevant international training facilities), and assistance with resource mobilization and fund management.

The outputs of phase II of the project are as follows:

1. Strengthened national capacities of relevant stakeholders to manage Mine Action in Egypt, for mine clearance operations in the North-West Coast region and for accelerated mine clearance operations
2. Reintegration of Mine Victims, with special emphasis on women, into society and enabling them to contribute to the development of the North-West Coast region.
3. Developed and expanded Mine Risk Education Programme, and advocacy activities.

## **2. Introduction**

Landmine Victim assistance is a core pillar of the Executive Secretariat for the Demining and Development of the North West Coast (referred to as Exec Sec) which aims to address the medical, psychological, social and economic needs of mine victims in order to fully rehabilitate and reintegrate them into their communities.

It requires a multi-faceted approach which requires physical rehabilitation and medical support/ aid, activities to support their social re-integration into their communities, projects to provide victims with ways to generate income, and activities to record and monitor information about landmine victims.

A landmine/ Explosive Remnants of War explosion can cause various injuries to an individual including the loss of limbs, abdominal, chest and spinal injuries; blindness and deafness, as well as less-visible psychological trauma not only to the person injured in the incident, but also to the families of those killed or injured.

For that sake, the Executive Secretariat has been exerting a remarkable effort in the area of physical rehabilitation

- Fitting landmine victims with artificial limbs and offering them periodical maintenance services which used to take place in Cairo due to the absence of service in Matrouh. And for that sake, the Executive Secretariat established the first Fitting Artificial Limbs Center in Matrouh to facilitate the fitting and maintenance procedures and minimize the burden the patients have to bear to receive the service. This center has been inaugurated in October 2016.

## **3. SCOPE OF WORK:**

- In line with that, the consultancy firm to be hired is expected to design the technical policies and strategies as well as the operational system to guarantee the sustainability and the high quality services of the center.

## **4. DELIVERABLES:**

The final deliverable will be a final report as well as a standup presentation.

The breakdown of deliverables are as follows:

<b>Description of the first Assignment (Policies)</b>	<b>Percentage of Payment (%)</b>
Submission of Deliverable1: Detailed work plan which includes the timeframe along with methodology	20%
Submission of the Deliverable 2: A report that includes the assessment of the Artificial Limbs Center and its staff from the technical perspective.	30 %
Submission and final approval of Deliverable 3: Final Report that includes all the technical policies, strategies and operational system for the Artificial Limbs Center.	50%

## **5. TIMEFRAME:**

- The timeframe of the assignments should not exceed the 1<sup>st</sup> of February 2017

## **6. QUALIFICATIONS AND COMPETENCIES OF THE FIRM**

- Knowledge and expertise in the development field.
- Relevant technical experience in the fields of Prosthetics and Orthotics is required.
- Relevant experience in the field of physiotherapy is an asset.
- Previous work with Governmental bodies, UN agencies or UN projects is a plus.

**LANGUAGE REQUIREMENTS:** Fluency (written and verbal) in Arabic. English is a plus.

## **7. ASSESSMENT CRITERIA**

Firms will be evaluated based on the following methodology: 70% weight on the technical proposal and 30% weight on the financial proposal

Only firms obtaining a minimum of 70 points in the technical evaluation would be considered for the financial evaluation.

<b>Criteria</b>	<b>Technical Weight 70%</b>
<p><b><u>Technical Proposal</u></b></p> <ul style="list-style-type: none"> <li>- Experience of the Firm 25%</li> <li>- Methodology, Its appropriateness to the Condition and Timeliness of the Implementation Plan 40%</li> <li>- Management Structure and Qualification of Key Personnel 35%</li> </ul> <p><b>Note: all technical offers receiving a score less than 70% will be technically disqualified.</b></p>	
<p><b><u>Financial Proposal</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the Executive Secretariat</p>	<b><u>Financial Weight (30%)</u></b>

## 8. APPLICATION:

Proposals may be submitted on or before **Sunday, December 10, 2017 , 2 p.m** Cairo Time to the address below:

**The Executive Secretariat for the Demining and Development of the North-West Coast**  
Ministry of International Cooperation, 8 Adly St., Downtown, Cairo, Egypt  
**Ref: RFP/EXECSEC/VA/Nov2017**

Proposals should include the following:

- **Two Technical proposals which include the following:**
  - Firm profile,
  - Program plan and timeframe,
  - Samples of previous work,
  - CVs.
- **A Separate Financial Proposal with total cost for the assignment.**