



# **REQUEST FOR PROPOSAL**

**Improving Energy Efficiency of Lighting and Other Building Appliances  
Project (IEELBA)**

**Upgrading the energy efficiency testing laboratory for  
Dishwasher that is available at  
Egyptian Organization for Standards (EOS)**

**May, 2018**

## Section 1. Letter of Invitation

Cairo, May 2018

### **Upgrading the energy efficiency testing laboratory for Dishwasher that is available at Egyptian Organization for Standards (EOS)**

Dear Sir / Madam:

**Subject:** RFP for the provision of goods for upgrading the Dishwasher testing Laboratory at Egyptian Organization for Standardization and Quality (EOS)

1. The “**Improving Energy Efficiency of Lighting and Other Building Appliances**” (IEELBA) hereby invites you to submit a proposal for supplying both Software and hardware to upgrade the Energy Efficiency Testing Laboratory for dishwasher at **Egyptian Organization for Standardization and Quality (EOS) as per enclosed Term of Reference (TOR).**

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days.

2. This RFP includes the following documents:

- Section 1– This Letter of Invitation
- Section 2– Instructions to Proposers
- Section 3– Terms of Reference
- Section 4– Technical Proposal Form
- Section 5– Financial Proposal Form
- Section 6 – Contract for Professional Services, including General Terms and Conditions

Three copies of your offer (one original and two copies), comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

Proposals may be submitted on or before **Thursday, May 31, 2018** and via express mail to the address below:

Improving Energy Efficiency of Lighting and Other Building Appliances Project  
Rural Electrification Building  
1, Maher Abaza Street, Extension of Ramses Street, behind El Sekka El Hadid club  
3<sup>rd</sup> floor  
Telefax number: + 02 23422923- 23426924

For any information please contact **Eng. Mostafa Alsammany:** [malsammany@yahoo.com](mailto:malsammany@yahoo.com)

Should you require further clarifications, kindly communicate with Dr. Ibrahim Yassin (Project Manager) as the focal point for queries on this RFP.

(IEELA) looks forward to receiving your Proposal and thanks you in advance for your interest in (IEELA) procurement opportunities.

Yours sincerely,

*Dr. Ibrahim Yassin*

*Project Manager*

*Improving Energy Efficiency  
of Lighting & Building  
Appliances GEF/UNDP  
Project*

## Section 2: Instruction to Proposers<sup>1</sup>

### Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the IEEL&A PROJECT and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by IEEL&A to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of IEEL&A and/or the obligations of the offers; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offers.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by IEEL&A through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by IEEL&A for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by IEEL&A under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by IEEL&A to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

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<sup>1</sup>Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

## 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.

## **B. CONTENTS OF PROPOSAL**

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

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

- 1.1 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 2);
- 1.2 Technical Proposal(see prescribed form in RFP (Section 4);
- 1.3 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 may extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 1. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. IEEL&A shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 2. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and IEEL&A, shall be written in the language (s) specified in the **Data Sheet**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and IEEL&A.

### 3. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in this RFP.

### 4. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

- 4.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (**see Section 4 for further details**). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 4.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet**.

Proposers must be fully aware that the products or services that IEEL&A requires may be transferred, immediately or eventually, by IEEL&A to the Government partners, or to an entity nominated by the latter, in accordance with IEEL&A Project's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

4.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to IEEL&A that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, IEEL&A reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with IEEL&A acceptance of the justification for substitution, and IEEL&A approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

4.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by IEEL&A Project, and reject the Proposal in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet**, or;
- b) If the Proposal Security amount is found to be less than what is required by IEEL&A Project as indicated in the **Data Sheet**, or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after IEEL&A has awarded it;
  - ii. to comply with IEEL&A variation of requirement, as per RFP clause 35; or
  - iii. To furnish Performance Security, insurances, or other documents that IEEL&A Project may require as a condition to rendering the affectivity of the contract that may be awarded to the Proposer.

## 5. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (**Section 5**). It 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.

## 6. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) IEEL&A Project will convert the currency quoted in the Proposal into the IEEL&A preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet**, then IEEL&A shall reserve the right to award the contract in the currency of IEEL&A Project's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or
3. they have the same legal representative for purposes of this RFP; or
4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
5. they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
6. An expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## 7. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided **under Section 2**, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to IEEL&A satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposed offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;

- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of IEEL&A Project's list of suspended and removed vendors.

## **8. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IEEL&A Project and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to IEEL&A Project, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of IEEL&A Project. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by IEEL&A Project.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by IEEL&A Project as the most responsive Proposal that offers the best value for money, IEEL&A Project shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## 9. Alternative Proposals

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, IEEL&AProject reserves the right to award a contract based on an alternative proposal.

## 10. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** commencing on the submission deadline date also indicated in the **Letter of Invitation**. A Proposal valid for a shorter period shall be immediately rejected by IEEL&AProject and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, IEEL&AProject may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 11. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Letter of Invitation**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the IEEL&A project website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# D. SUBMISSION AND OPENING OF PROPOSALS

## 6.1.1.1 Submission

- 1.1. 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 outer envelopes shall bear the address of IEEL&A Project as specified in the **Letter of Invitation** and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening "as specified in the **Letter of Invitation**. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 1.2. Proposers must submit their Proposals in the manner specified in the **Letter of Invitation**. When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with IEEL&AProject's deadline for submission. IEEL&A project shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the IEEL&AProject premises indicated in the **Letter of Invitation**.
- 1.3. Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Letter of Invitation**.

In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 1.4. Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of IEEL&AProject as attached hereto as Section 6.

#### **6.1.1.2 Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by IEEL&AProject at the address and no later than the date and time specified in the **Letter of Invitation**.

IEEL&AProject shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by IEEL&AProject after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

#### **6.1.1.3 Withdrawal, Substitution, and Modification of Proposals**

- 3.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by IEEL&A Project, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by IEEL&AProject.
- 3.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by IEEL&AProject prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 3.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 3.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

### **4- Proposal Opening**

IEEL&AProject will open the Proposals in the presence of an ad-hoc committee formed by IEEL&A Project of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet**.

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as IEEL&A Project may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer

## **5-Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence IEEL&A Project in the examination, evaluation and comparison of the Proposals or contract award decisions may, at IEEL&A Project's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with IEEL&A Project for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to IEEL&A Project. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **1. Preliminary Examination of Proposals**

IEEL&A Project shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in IEEL&A Project list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. IEEL&A Project may reject any Proposal at this stage.

### **2. Evaluation of Proposals**

2.1 IEEL&A Project shall examine the Proposal to confirm that all terms and conditions under the IEEL&A Project General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

2.2 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**. Absolutely no changes may be made by IEEL&A Project in the criteria, sub-criteria and point system indicated in the **TOR** after all Proposals have been received.

2.3 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. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet**.

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<u>Rating the Technical Proposal (TP):</u>	
<b>TP Rating</b>	= (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
<u>Rating the Financial Proposal (FP):</u>	
<b>FP Rating</b>	= (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
<u>Total Combined Score:</u>	
	(TP Rating) x (70%)
	+ (FP Rating) x (30%)
<b>Total Combined and Final Rating of the Proposal</b>	

2.4 IEEL&A project reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** , may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of IEEL&A Project, where available; and
- g) Other means that IEEL&A Project may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 3. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, IEEL&A Project may, at its discretion, ask any Proposer for a clarification of its Proposal.

IEEL&A Project’s request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by IEEL&A Project in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by IEEL&A Project, shall not be considered during the review and evaluation of the Proposals.

#### **4. Responsiveness of Proposal**

IEEL&A Project's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by IEEL&A Project and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

#### **5. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, IEEL&A Project may waive any non-conformities or omissions in the Proposal that, in the opinion of IEEL&A Project, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, IEEL&A Project may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, IEEL&A Project shall correct arithmetical errors as follows:

- a)* If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IEEL&A Project there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b)* If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c)* If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by IEEL&A Project, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **a) Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

IEEL&A Project reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IEEL&A Project's action. Furthermore, IEEL&A Project shall not be obliged to award the contract to the lowest price offer.

IEEL&A Project shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by IEEL&A Project policy on Vendor Sanctions.

**b) Award Criteria**

Prior to expiration of the period of proposal validity, IEEL&A Project shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet**.

**c) Right to Vary Requirements at the Time of Award**

At the time of award of Contract, IEEL&A Project reserves the right to vary 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.

**d) Contract Signature**

Within 15 day from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to IEEL&A Project.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, IEEL&A Project may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

**e) Performance Security (Not Required)**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by IEEL&A Project, shall be a condition for the affectivity of the Contract that will be signed by and between the successful Proposer and IEEL&A Project.

**f) Bank Guarantee for Advanced Payment**

Except when the interests of IEEL&A Project so require, it is the IEEL&A Project's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by IEEL&A Project, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, IEEL&A Project shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 6. The Bank latter of guarantee can be submitted in US\$ or the equivalent amount in local currency.

**g) Vendor Protest**

IEEL&A Project's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding IEEL&A Project vendor protest procedures:

<http://www.IEEL&A Project.org/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

#### Description of Requirements

Context of the Requirement	Upgrading of Energy Efficiency Testing Laboratory of dishwasher for household use at Egyptian Organization for Standardization and Quality (EOS)
Implementing Partner of IEEL&A PROJECT	Egyptian Organization for Standardization and Quality (EOS)
Brief Description of the Required Services <sup>2</sup>	Supplying and installing hardware & software equipment for Energy Efficiency Testing Laboratory of dishwasher for household use
List and Description of Expected Outputs to be Delivered	Upgrading the energy efficiency testing laboratory for Dishwasher according to:- -Egyptian energy efficiency standard for dishwasher ES 7820/2014. -IEC 60436 for performance standard for dishwasher. -Egyptian performance standard for dishwasher ES 2093/2005.
Person to Supervise the Work/Performance of the Service Provider	Eng. Amgad Sidrak General Manager of Engineering Department Egyptian Organization for Standardization and Quality (EOS)
Frequency of Reporting	The supplier should deliver monthly achievement report.
Progress Reporting Requirements	Progress reports should reflect the implementation status via approved work plan.
Location of work	Egyptian organization for Standardization & Quality (EOS)
Expected duration of work	3-month
Target start date	15 June, 2018
Latest completion date	15 September, 2018
Special Security Requirements	
Facilities to be Provided by IEEL&A PROJECT (i.e., excluded from Price Proposal)	N/A

<sup>2</sup>A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Implementation Schedule indicating breakdown and timing of activities/sub-activities	Should be submitted by the supplier with technical proposal																																																	
Names and curriculum vitae of individuals who will be involved in completing the services	Egyptian organization for Standardization & Quality (EOS)																																																	
Language	All Communications will be in English Language																																																	
Currency of Proposal	USD																																																	
Evaluation Method	<table border="1"> <thead> <tr> <th rowspan="2">Summary of Technical Proposal Evaluation Forms</th> <th rowspan="2">Score Weight</th> <th rowspan="2">Points Obtainable</th> <th colspan="5">Company / Other Entity</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> </tr> </thead> <tbody> <tr> <td>1. Expertise of company</td> <td>30%</td> <td>30</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. Proposed Work Plan</td> <td>40%</td> <td>40</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. Personnel</td> <td>30%</td> <td>30</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td></td> <td><b>100</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable	Company / Other Entity					A	B	C	D	E	1. Expertise of company	30%	30						2. Proposed Work Plan	40%	40						3. Personnel	30%	30						<b>Total</b>		<b>100</b>					
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<b>Total</b>		<b>100</b>																																																
Total Score = Technical Score *70 + Financial Score *30																																																		
Value Added Tax on Price Proposal <sup>3</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																																																	
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, IEEL&A Project 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.																																																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [ <i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i> ]																																																	
Payment Terms	Lump sum price including all works such as installation, supply and grid connectivity.																																																	
	Outputs	Percentage	Timing	Condition for Payment Release																																														

<sup>3</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	Approval of the design	20% against a letter of guarantee for a Bank in Egypt and a detailed work plan		<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) IEEL&amp;A Project's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>
	Supply of laboratory components to the site	35%		
	Successful installation, commissioning & Training	35%		
	Retention of money for 1 year pending satisfactory operation of the system	10%		

## Section 3: Terms of Reference (TOR)<sup>4</sup>

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### Back ground and Motivation:

Improving Energy Efficiency of Lighting and other building appliances (IEELA) project is a nationally project executed by the Ministry of Electricity and Energy, its objective is to facilitate a comprehensive market transformation of the Egyptian market towards the use of more energy efficient electrical appliances at a level where cost efficiency is proven.

The project is the second phase of the GEF/UNDP Energy Efficiency Improvement and Greenhouse Gas Reduction (EEIGGR) project previously implemented by the Ministry of Electricity and Energy through the Egyptian Electricity Holding Company, and which has already demonstrated the technical and financial feasibility of using both CFLs and electronic ballasts and developed minimum energy performance standards and energy efficiency labels for 5 electrical appliances namely: refrigerators, washing machines, air conditioners, electric water heaters and CFLs The new project will build on the results of this previous project by addressing the remaining barriers to complete the required market transformation.

Minimum energy performance standards and labeling programs offer a large energy-saving potential that can improve end-use efficiency and significantly contribute to sustainable development. The target for this project component is to strengthen the implementation, regular updating and enforcement of the standards and labels developed under the earlier UNDP/GEF EEIGGR project and to expand the energy efficiency standards and labeling schemes to other electrical appliances by building on the most recent international developments in this field.

### Technical Specification of the Dishwasher Testing Facility

Egyptian organization for Standardization & Quality (EOS) established EE testing lab for cloth washers in 2015, to perform the energy efficiency testing measurement according to the Egyptian energy efficiency standard 4100/2006. The testing facility has four units under test (UUT), one of them can be upgraded to carry out the energy efficiency tests for dishwashers according to the Egyptian energy efficiency standard 7820/2014.

The targeted modification is to upgrade one of UUT to be capable of conducting all required the energy consumption test for household Dishwasher according to Egyptian energy efficiency standard for dishwasher ES 7820/2014 and IEC 60436 for performance standard for dishwasher.

The vendor should visit the site at **EOS** to evaluate the situation and identify the requirements according to the above mentioned standards. The submitted offer should include:

- required equipment with its specifications
- measuring instrumentations
- test load
- software
- any other requirement according to the above mentioned standards

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<sup>4</sup>This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

## Section 4: Technical Proposal Form

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<p>TECHNICAL PROPOSAL FORMAT</p> <p><b>INSERT TITLE OF THE SERVICES</b></p>
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*Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.*

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

<b>SECTION 1: EXPERTISE OF FIRM/ ORGANISATION</b>						
<p><i>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.</i></p>						
<p><b>1.1 Brief Description of Proposer as an Entity:</b> 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.</p>						
<p><b>1.2. Financial Capacity:</b> 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.</p>						
<p><b>1.3. Track Record and Experiences:</b> Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>						
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 6 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 undertaken/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.	



## Section 5: Financial Proposal Form<sup>5</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%	USD

*\*Basis for payment tranches*

### 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.

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<sup>5</sup>No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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
....	.....	.....	.....
....	.....	.....	.....
  - 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 Program (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 and UNV.

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 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 any time, 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.