REQUEST FOR PROPOSAL (RFP)

“Mainstreaming the conservation and sustainable use of biodiversity into the tourism development and operations in threatened ecosystems in Egypt Project”

DATE: March 15, 2020

Dear Sir / Madam:

We kindly request you to submit your Proposal for Technical Assistance for the Application of Environmental Measures in Hotels’ Operations

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Thursday, March 26, 2020 at 05:00 pm via email, courier mail the address below:

Mainstreaming the conservation and sustainable use of biodiversity into the tourism development and operations in threatened ecosystems in Egypt Project

Address: 2 AbdelWahab Selim street, from Masr Helwan Agriculture Road, 7th Floor, Flat Fourteen, Maadi, Cairo

Mohammed Elewa – Project Manager

E-mail: mainstreamingbdintoursim@gmail.com

Tel. +201000011377

Your Proposal must be expressed in the English, and valid for a minimum period of 2 month (60 days)

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mohammed Elewa
Project Manager
3/15/2020
**Description of Requirements**

| Context of the Requirement | The mainstreaming of biodiversity in the tourism sector requires a strong, straightforward awareness campaign targeting tourists. The creation of standardized awareness media in the form of signs and short animated videos give a direct and unified narrative of biodiversity conservation in the sector. The aim is to broadcast the media in as many key touristic locations to gain as much visibility as possible. With the Red Sea ecosystem affected by the impacts of beach and diving tourism, and representing 80% of international tourist visiting Egypt, it is necessary to target all touristic destinations along the coastline in both the Red Sea and South Sinai governorates. |
| Implementing Partner of PROJECT | Egyptian Environmental Affairs Agency |
| Brief Description of the Required Services | Technical Assistance for the Application of Environmental Measures in Hotels’ Operations |
| List and Description of Expected Outputs to be Delivered | • Review list of measures  
• Sustainability Measures Feasibility  
• Best Practices Provision  
• ToT  
• 2 rounds of trainings (Management and assistance)  
• Best Practices Implementation |
| Person to Supervise the Work/Performance of the Service Provider | Project Manager |
| Frequency of Reporting | As needed |
| Progress Reporting Requirements | Monthly progress reports |
| Expected duration of work | 8 months |
| Target start date | 07/04/2020 |
| Latest completion date | 30/11/2020 |
| Travels Expected | Destination/s | Estimated Duration | Brief Description of Purpose of the Travel | Target Date/s |
| Red Sea, South Sinai and SIWA | 9 nights | Scoping and data collection | April 2020 |
| Red Sea, South | 9 nights | Verification for | June 2020 |

1 A detailed TOR(Annex1) is attached with the information that fully describe the nature of the work and other details of the requirements.
| Implementation Schedule indicating breakdown and timing of activities/subactivities | ☒ Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☒ Required |
| Currency of Proposal | ☒ Local Currency (EGP) |
| Value Added Tax on Price Proposal | ☒ must be inclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals (*Counting for the last day of submission of quotes*) | ☒ 60 days |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | Mohammed Elewa, Project Manager |
| Type of Contract to be Signed | ☒ Contract for Professional Services |
| Criteria for Contract Award | ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) |
| Criteria for the Assessment of Proposal | **Technical Proposal (70%)**  
☒ Expertise of the Firm 30%  
☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20%  
☒ Management Structure and Qualification of Key Personnel 20%  
**Financial Proposal (30%)**  
To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by PROJECT. |
<table>
<thead>
<tr>
<th>PROJECT will award the contract to:</th>
<th>☒ One and only one Service Provider</th>
</tr>
</thead>
</table>
| Annexes to this RFP\(^2\) | ☒ Detailed TOR (Annex 1)  
| | ☒ FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL (Annex 2)  
| | ☒ General Terms and Conditions for Services (Annex 3) |
| Contact Person for Inquiries (Written inquiries only)\(^3\) | **Mohammed Elewa**  
| | *Project Manager*  
| | mainstreamingbdintoursim@gmail.com  
| | Any delay in PROJECT’s response shall be not used as a reason for extending the deadline for submission, unless PROJECT determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information [pls. specify] | NA |

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\(^2\) Where the information is available in the web, a URL for the information may simply be provided.

\(^3\) This contact person and address is officially designated by PROJECT. If inquiries are sent to other person/s or address/es, even if they are PROJECT staff, PROJECT shall have no obligation to respond nor can PROJECT confirm that the query was received.
TERMS OF REFERENCE (TOR)

Technical Assistance for the Application of Environmental Measures in Hotels’ Operations

Background

The four-year project ‘Mainstreaming the conservation and sustainable use of biodiversity into the tourism development and operations in threatened ecosystems in Egypt’ is expected to target ecologically sensitive areas exposed to tourism development pressures in the short-to-medium term with the objective of mainstreaming biodiversity conservation into tourism-sector development and operations.

This project comes at a critical time in Egypt’s recent history with the political changes that are currently underway to make government institutions more accountable and to develop the economy, both of which are resulting in considerable changes in the way that both tourism and biodiversity resources may be managed in the future. Therefore, the project will work on two levels:

- The first level will engage directly with tourism industry and government to fill gaps in the existing planning and regulatory framework, namely a Strategic Environmental Assessment, in order to identify key areas, habitats and ecological processes, and assess their vulnerability and also the guidelines for the existing EIA regulations specific to biodiversity, linked to an offsetting mechanism. As a consequence, the project will develop a monitoring programme to track the impacts of tourism on biodiversity for conservation management purposes.

- The second level will engage the tourism industry by developing Responsible Tourism Grading and promoting Egypt as a global destination for ecotourism and developing community-based systems to allow those closest to the resources to benefit and manage them sustainably.

The project will also create one new protected area and increase the size of two existing protected areas, while building management capacity and developing these and four additional protected areas for sustainable tourism. All of these areas are currently under threat from tourism development. Because of the uncertainty and dynamic nature of the challenges and because the tourism industry faces an adaptive challenge and to a lesser
extent a technical challenge, the project will be guided by a scenario planning exercise as a means to bring about individual and institutional behavioral changes and to ensure that the project is highly adaptive.

The project operates through three working groups (WG) dealing with the following topics:

**WG1 – Mainstreaming Biodiversity into Tourism Planning and Development**

Objective of the group:

- Alignment of policies and practices for the mainstreaming of biodiversity into tourism planning and development.

Composition of the group:
- TDA – MoT
- NCS – EEAA
- EIA – EEAA
- National Centre for Planning State Land-uses
- Egyptian General Authority for Shores Protection
- Environment and Tourism Representatives from targeted Governorates
- Chamber of Hotels – Tourism Federation

**WG2 – Mainstreaming Biodiversity into Tourism Activities**

Objective of the group:

- Build on Egyptian natural capital and biodiversity to promote and develop sustainable tourism practices

Composition of the group:
- NCS – EEAA
- ETA – MoT
- Chamber of Diving and Water Sports
- Green Tourism Unit/Green Star Hotel
- Egyptian Travel Agencies Association
- Chambers of Hotels – Tourism Federation
- Environment and Tourism Representatives from targeted Governorates
- NGOs (Red Sea and Siwa representative)

**WG3 – Tourism in Protected Areas**

Objective of the group:

- Develop and manage the protected areas serving an attractive and sustainable tourism
sector

Composition of the group:
• NCS – EEAA
• ETA – MoT
• Ecotourism Companies
• Egyptian Travel Agencies Association
• Chamber of Hotels – Tourism Federation
• Environment and Tourism Representatives from targeted Governorates
• NGOs (Res Sea and Siwa representative)

One of the issues to be addressed in the country is related to the cumulative impacts on biodiversity and environmental resources caused by tourism investments and developments. Management and operational practices that take place in tourism establishments and at tourism operations generate several impacts on the environment and its biodiversity. To address this issue a set of environmental sustainability measures and best practices has been laid out under different management areas, which hotels and resorts are expected to implement. The implementation of the best practices that proved successful elsewhere would greatly contribute in minimizing impacts on the environment and its biodiversity in Egypt.

Another important area of work will be developing and delivering trainings and Trainings of Trainers (ToTs) for selected trainers from WG2, chamber of tourism establishments and ministry of Tourism, to support them in sharing their experience with all stakeholders involved in the tourism sector in Egypt for the improvement of management practices and to start positive actions toward maintaining Egypt’s biodiversity and its natural environment.

Scope of Work

The Mainstreaming Biodiversity in Tourism Project is seeking a service provider to (1) evaluate the feasibility of a set of identified best practices related to environmental sustainability measures that can be introduced at hotels and support with their implementation as well as (2) to develop and deliver a training and ToT for experts and select hotels’ staffs. These activities will include the following:

**Environmental Sustainability Measures - Feasibility and Implementation**
• Review environmental sustainability measures provided in appendix A.
• Develop a brief technical description for each measure.
• Develop feasibility analyses for the application of applicable measures.
• Collect and review best practices in hotel operations worldwide that are relevant to the Egyptian context and that can feed into the measures provided in appendix A.
• Develop a best practices manual that includes guidelines about the implementation of the identified environmental sustainability measures. The manual should provide clear
indications for hotels about the practical implementation of the identified measures.

- Develop an online platform to present the best practices in an interactive manner. All online platform related design, development and production will be the contractors responsibility.
- Collect feedbacks to improve the identified measures and to optimize their implementation.
- Provide technical assistance for the implementation of these best practices.
- Create success stories/fact sheets.

**Trainings**

- Develop and deliver ToT for 20 experts about the implementation of the identified best environmental practices in hotels.
- Training of 50 trainees selected from the tourism sector with the active involvement and participation of trained experts.
- Assist and supervise the trained trainers in implementing two rounds of training.
- Prepare and agree with the project management and in cooperation with WG2 a list of potential/interested hotels.

**Expected Outputs & Deliverables**

The service provider is expected to coordinate its work with the project management. Outputs, deliverables and timing are defined in the following table:

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Deliverables</th>
<th>Estimated Date of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review list of measures</td>
<td>Final list of measures</td>
<td>Week 2</td>
</tr>
<tr>
<td>Sustainability Measures Feasibility</td>
<td>Feasibility studies</td>
<td>Week 8</td>
</tr>
<tr>
<td>Best Practices Provision</td>
<td>• Manual</td>
<td>Week 12</td>
</tr>
<tr>
<td></td>
<td>• Online Platform</td>
<td>Week 24</td>
</tr>
<tr>
<td>ToT</td>
<td>Training report</td>
<td>Week 16</td>
</tr>
<tr>
<td>2 rounds of trainings (Management and assistance)</td>
<td>Training report</td>
<td>Week 20</td>
</tr>
<tr>
<td>Best Practices Implementation</td>
<td>• Monthly reports</td>
<td>End of contract</td>
</tr>
<tr>
<td></td>
<td>• Success stories</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Fact sheets</td>
<td></td>
</tr>
</tbody>
</table>
Institutional Arrangements

- The Contractor’s supervisor will be the Project Manager. The Contractor will need to submit fortnightly reports. The contract will be concluded with the submission and approval by the project manager of a report of implementation that includes recommendations and next steps to be taken. The Contractor is expected to interact with several stakeholders, especially those from WG1 and WG2. The relations with stakeholders will be under the guidance of the project manager.

- The project will be responsible for the contactors’ team accommodation and travel expenses for the duration of the project.

- The project will be responsible for the trainings related expenses.

Duration of the Contract

The total duration of the contract will be for 8 months. Starting from the kick-off meeting date.

Duty Station

Needs to be present in Egypt.

Qualifications, competencies and experience

A consultancy company based in Egypt with relevant and proven experience in related fields

Competencies

- Knowledge of the working and functioning of the tourism industry
- Knowledge about hotel management and organization
- Knowledge and understanding of the Egyptian tourism sector
- Knowledge and familiarity with national environmental and tourism legislation
- Knowledge of environmental and management standards at global and national level
- Capacity to carry out research to feed into practical implementation and guidelines
- Capacity in producing manuals and guidelines
- Excellent communication skills
- Reporting capacities

Experience

- A team leader with minimum 15 years of working experience in related resource efficiency studies.
- A team of minimum (2) experts with relevant experience.
- Familiarity with tourism sector needed and challenges
- Capacity to deal with diverse stakeholders
• Capacity in organizing meetings, gathering information and feedbacks
• Experience in feeding online and web-based information
• Experience in producing high-level informative and communication material
• Capacity to organize and to deliver qualified training
• Experience in conducting trainings in different areas of Egypt

**Scope of Price Proposal & Schedule of Payments**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Percentage</th>
<th>Timing</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final list of measures</td>
<td>15%</td>
<td>Week 2</td>
<td>Measures agreed with WG2 and Project Manager</td>
</tr>
<tr>
<td>Feasibility studies</td>
<td>15%</td>
<td>Week 8</td>
<td>Studies agreed with WG2 and Project Manager</td>
</tr>
<tr>
<td>Manual</td>
<td>15%</td>
<td>Week 12</td>
<td>Manual approved by Project Manager</td>
</tr>
<tr>
<td>Online Platform</td>
<td>15%</td>
<td>Week 24</td>
<td>Information feeding to the online system available</td>
</tr>
<tr>
<td>Trainings report</td>
<td>20%</td>
<td>Week 20</td>
<td>Approved report by Project Manager</td>
</tr>
<tr>
<td>Final report including</td>
<td>20%</td>
<td>End of contract</td>
<td>Delivery of fact sheets and success stories</td>
</tr>
<tr>
<td>Success stories &amp; Fact sheets</td>
<td></td>
<td></td>
<td>Final report approved by Project Manager</td>
</tr>
</tbody>
</table>

**Recommended Presentation of Offer**

The Contractor should provide the following documents:
• CVs for team experts
• Background and reference of previous works
• Methodology for the assignment
• Any other supporting material relevant to the proposal
• Financial proposal

**Criteria for Selection of the Best Offer**

Combined Scoring method – where qualification, competencies, experience and the proposed methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%
Appendix A

Annex I includes the proposed environmental sustainability measures, divided by category, which the Contractor will revise and complete. This list also serves as a reference for the Contractor to conduct research and to assess best practices that could be applied to the Egyptian context.

The proposed sustainability measures includes, but are not limited, to the following:

**Water**
1. All wastewater and grey water is treated. No open effluents. No sewage or desalination discharge is disposed into lagoons, bay areas or sea. Access of the hotel to an own or an external sewage treatment plant is obligatory.
2. 100% of gardens, sports facilities and outdoors are irrigated by recycled water using the drip irrigation method.
3. The hotel’s total water consumption is documented weekly.
4. Quality of swimming pool water is controlled monthly and documented by external organization (pH-value, chlorine).
5. Water flow in 100% of the guest room showers is at or less than 9liters/minute (e.g. flow constrictors, pressure regulators).
6. Water flow in 100% of taps in guest rooms and in public sanitary rooms is less than 8liters/minute (e.g. flow constrictors). Preferably set to 6liters/minute.
7. Water-saving devices in more than 70% of the guest rooms and public sanitary rooms toilets installed.
8. The swimming pool follows nationally approved standards on water quality, health and safety.
9. Newly purchased toilets must be at 6liter/flush, not more. The toilets must have a 3/6 liter dual flush.
10. Newly purchased dishwashers and laundry machines must be industrial & not conventional domestic appliances.
11. Newly purchased cover or tunnel dishwashers must not consume more than 3.5liters/basket. If possible, they should be set to eco-wash mode.
12. Staff, especially Stewards and Housekeeping must be trained in the importance of saving water & have a system in check to look for leaks and dripping taps.
13. Hot water and cooling pipes are well insulated. To be monitored.

**Energy**
14. Total energy use is registered at least once per month.
15. At least 75% of the standard sized light bulbs in lobby, corridors, guest rooms and restaurants are energy-saving light bulbs (CFL, LED).
16. Newly purchased mini bars have an electricity consumption of less than 1.5KWH/day or electrical power less than 65 Watt.
17. Fat filters in the exhaust must be cleaned at least once a year
18. The ventilation system must be checked at least once a year and repaired if necessary.
19- Refrigerators, cold stores, heating cupboards and ovens must be equipped with intact draught excluders.

20- The hotel has defined a standard temperature for cooling and heating guest rooms, reception and indoor areas. Standard for cooling should be set at 23C and not go below.

**Waste**

21- Waste is separated into the categories that can be handled separately by local or national waste facilities (paper, plastic bottles, cans, batteries, glass, organic). The waste once separated is given and handled by the waste management facilities national or private.

22- No use of single use plastics or foam such as cups, straws, stirrers, cutlery. To be banned in all the hotel, even in the pool and beach area.

23- Batteries and hazardous waste are properly disposed of.

24- No plastic bags are given to the guests.

25- Instructions on how to separate and handle waste must be available to the staff and easily understandable.

26- Each bathroom must have a waste bin and a sign saying not to throw toilet paper in the toilet.

27- The hotel must register the total amount of waste and have a plan to reduce/reuse it.

**Guest Information**

28- Information about energy and water saving should be visible for guests in their rooms.

**Food and Beverage / Kitchen**

29- Fat separators in the kitchen’s sewage system are installed, in use and regularly monitored and maintained once per month.

30- Newly purchased refrigerators are CFC-free.

31- Newly purchased refrigerators are energy efficient, set to eco mode if possible

**Housekeeping / Guest Rooms**

32- The total consumption of cleaning agents is registered at least once a month and biodegradable and/or environmentally friendly products are indicated.

33- Towel change system is implemented: there must be a sign in the rooms informing guests that towels will only be changed upon request. When thrown on the floor or hotel makes a door sign: “Change towels”.

34- Linen change system is implemented. There must be a sign in the room informing guests that bed linen will only be changed upon request. A door sign indicating: “Change linen” is made.

**Garden Area**

35- Use of pesticide in garden area is documented, date & quantity & type of pesticide & type of pest.

36- Organic compost is used. Avoid chemical fertilizers. The hotel must use its own compost produced from food scraps. (OPTIONAL)

37- Ban on all poisons used for mice, rats, insects, dogs etc. Under no circumstances should the hotel use poisons in their gardens. (OPTIONAL)

**Beach Area (IN APPLIED CASES)**

38- Official beach rules & regulations signs placed at the entrance of the beach. The signs must be provided in different languages.
39- All single use plastics are banned from operation (straws, cups, cutlery, bags, take away plates etc.).
40- Hotel must comply with the coral protection laws. 1) A jetty must be placed if there is no sandy access to the sea. 2) Corals nearby the shore must be delimited using floating buoys. 41 - Hotel’s construction must not damage the reef.
Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

[insert: Location].
[insert: Date]

To:

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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4 This serves as a guide to the Service Provider in preparing the Proposal.
5 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Deliverable 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

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

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Activity 1</td>
<td></td>
</tr>
<tr>
<td>I. Activity 2</td>
<td></td>
</tr>
<tr>
<td>I. Activity 3</td>
<td></td>
</tr>
</tbody>
</table>

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to PROJECT in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect PROJECT or the United Nations and shall fulfill its commitments with the fullest regard to the interests of 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 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 PROJECT for all sub-contractors. The approval of 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 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, 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 PROJECT as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the PROJECT;
8.4.3 Provide that the 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 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 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 PROJECT shall rest with PROJECT and any such equipment shall be returned to PROJECT at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to 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 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 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 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 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 PROJECT does not and shall not claim any ownership
interest thereto, and the Contractor grants to the 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 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 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 PROJECT, shall be made available for
use or inspection by the PROJECT at reasonable times and in reasonable places, shall be treated
as confidential, and shall be delivered only to PROJECT authorized officials on completion of work
under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PROJECT OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with PROJECT,
nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of PROJECT or
THE United Nations, or any abbreviation of the name of 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 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 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 PROJECT sufficient prior notice of a request for the disclosure of Information in order to allow the 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 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 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 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 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 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 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 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 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 PROJECT under this Article, no payment shall be due from 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 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 PROJECT of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 **Arbitration**: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal
shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

19.2 Any breach of this representation and warranty shall entitle PROJECT to terminate this Contract immediately upon notice to the Contractor, at no cost to 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 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 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 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 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 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of PROJECT, only the PROJECT Authorized Official possesses the authority to agree on behalf of PROJECT to any modification of or change in this Contract, 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 PROJECT unless provided by an amendment to this Contract signed by the Contractor and jointly by the PROJECT Authorized Official.