



United Nations
Educational, Scientific and
Cultural Organization

REQUEST FOR PROPOSAL – RFP Services

Ref.: 402EGY4001/“Introduction to Museum management for NMEC staff”/316
(Please quote this UNESCO reference in all correspondence)

Date 29/10/2015

Dear Sir/Madam,

You are invited to submit an offer for **providing technical support to the implementation of a UNESCO training course on “Introduction to Museum Management for the staff of the National Museum of Egyptian Civilization in Cairo (NMEC)”**, in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I	<u>Instructions to Offerors</u>
Annex II	<u>General Conditions of Contract</u>
Annex III	<u>Terms of Reference (TOR)</u>
Annex IV	<u>Proposal Submission Form</u>
Annex V	<u>Price Schedule Form</u>

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than 20/11/2015**.

UNESCO Cairo- Office of the Director
8 Abdel Rahman Fahmy St., Garden City
Cairo, Egypt

SEALED PROPOSAL - DO NOT OPEN / OR E-MAIL at: CAIRO@UNESCO.ORG

(To be noted that all files together not to exceed 7 Mo)

Ref: 402EGY4001/“Introduction to Museum management for NMEC staff”/316

Closing Date and Time: 20/11/2015, at 12:00 Cairo time

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Ms. Amal Gad (+2 02 27943036 ext. 123, a.gad@unesco.org).

For and on behalf of UNESCO

UNESCO Cairo Office:
Dr Ghaith Fariz, Director, UNESCO Cairo Office

CP
29.10.15 - [Signature]

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

Offerors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

2. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

3. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

5. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, (financial strength) and the required capacity to perform the services satisfactorily.

6. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in **English**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation

of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

7. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 & 9;

8. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

8.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

8.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

8.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

9. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

10. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in **Egyptian Pound**.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS**14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 15 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 8 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked **Financial Proposal** include the **Price Proposal** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

16. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

18. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

21. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.***

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	100			
2.	Proposed Work Plan and Approach	400			
3.	Technical Personnel/Tutors in the course (national & international)	200			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal	Points Obtainable	Name of Firm / Institution		
		A	B	C
Financial Proposal	300			
Sub-total for Financial Evaluation	300			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

An example:

- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
 - Offeror B – second lowest price ranked as 2nd in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula: $a/b * 300$ i.e. $10,000/15,000 * 300 = 200$ points)

Option 2: Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms	Points Obtainable	Name of Firm / Institution			
		A	B	C	D
Sub-total Technical Proposal	700				
Sub-total Financial Proposal	300				
Total 1000					

F. AWARD OF CONTRACT

22. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

UNESCO reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP.

ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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 UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, 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. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. 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 UNESCO 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. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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, which are beyond the control of the Parties. 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 UNESCO, 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 UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO 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. 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, UNESCO 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.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

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

19. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

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

21. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

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.

UNESCO 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 UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO 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 UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

ANNEX III – Terms of Reference (TOR)

1. Background and Justification:

The first museum devoted to Egyptian civilization, the National Museum of Egyptian Civilization (NMEC) is situated at the archaeological site of El Fustat in Cairo. It is the only museum in Egypt to present the full range of the richness and diversity of Egyptian civilization throughout the ages, from prehistoric times to present day. It is also the very first of its kind and of this scale in the entire Arab world. NMEC is a project directed by the Government of the Arab Republic of Egypt with technical support from UNESCO.

The museum, not yet open to the public, currently counts 274 staff, among which 154 technical staff (32 curators, 35 conservators, 78 scientists, 4 IT, 5 administration and public relations) and 120 security personnel.

The UNESCO Project *Assistance to the National Museum of Egyptian Civilization in Cairo (NMEC)*, funded by the Special Account for Cultural Heritage of Egypt, aims at supporting the Museum towards its opening and fully running. A considerable component is represented by technical training and capacity building, as well as intra-institutional partnerships, in country and abroad.

The project is designed to organically integrate UNESCO technical assistance and support, currently provided through the framework of the *International Campaign for the Establishment of the Nubia Museum in Aswan and the National Museum of Egyptian Civilization in Cairo (NMEC)*.

In this context, the recommendations of the 18th Session of the Executive Committee of the International Campaign for the Establishment of the Nubia Museum in Aswan and the National Museum of Egyptian Civilization (NMEC) in Cairo, held in Paris on 27 March 2015, recognized the commitment by the Egyptian Authorities towards a “soft” opening by summer 2015, and that the architectural designs and the electromechanical works of the temporary exhibition gallery have begun in February 2015, to focus on “Egyptian Crafts and Industries through the Ages”, most likely to be opened in winter 2015/2016 (December 2015/March 2016). In particular, Recommendation 1 invites UNESCO to continuing assisting the Egyptian authorities, in particular in meeting the goals of the “soft” opening with the temporary exhibition on the Egyptian crafts, and the progressive functioning of museum facilities and services, by providing expert advice, especially in the areas of operational planning, staff training in all areas such as museum management, security, curatorship, conservation and engineering, among others, while Recommendation 2 invites UNESCO to develop the training of NMEC staff in practical fields of museum training in Egypt and internationally, while taking into account the specific staff needs to meet the set operational plan and requirements towards the “soft” opening of the museum.

Within the framework of the above mentioned UNESCO Project, developed in close consultation with the Egyptian Ministry of Antiquities, the Contractor shall assist UNESCO in delivering an introductory training course in museum management and collections care, aiming at strengthening skills of 75 NMEC staff.

2. Objective:

(a) As overall objective, the course aims at acquainting and upgrading technical skills of 75 Egyptian participants from different departments at the museum, on principles and practical measures to be

implemented in Museums. The course shall meet immediate needs but also form the cornerstone for the future. The objective of the introductory training course is then to provide a basic and uniform understanding to all participants on fundamental aspects of the museum work, regardless of previously obtained qualifications.

(b) As immediate expected outcome of the course, 75 participants shall be trained through one introductory session, lasting 15 working days (five day x week, for a total of 3 weeks), at the NMEC. In particular the course shall enable the participants to:

- Be familiar with the ethical issues surrounding collections and collecting;
- Be conversant with the practices of managing the handling, acquisition, documentation, protection, storage and accessibility of museum collections;
- Understand the role and phases of preventive conservation and care of collections.

3. Outputs:

The Contractor shall contribute to the successful delivery of the training course, providing technical services, as detailed under session '4 Activities'. To this end, a detailed Work Plan and programme for training course shall be submitted to UNESCO for approval, and agreed upon. At the end of the session, the contractor shall submit a final report, on the outcomes of the training session, including an evaluation of the trainees and training needs to further improve technical staff skills in museum management. In addition, the contractor shall submit all supporting documents and invoices.

4. Activities:

To ensure the successful delivery of the training programme, the contractor shall contribute to the organization and conduct the introductory training at the NMEC premises for a total number of 75 trainees. The training shall most likely commence on end of November/December 2015. To this end, activities include, but are not necessarily limited to, the following tasks:

- a) Coordinate with UNESCO the programme delivery;
- b) Develop a detailed programme in English and Arabic for the introductory training course, articulated over the following four main modules:

Module 1– Brief introduction to today museums' concept and collection management; this module seeks at providing a brief basic overview and knowledge across all aspects of museum and teams' work, to generate clear understanding of the role, vocation and tasks of the various professional expertise and departments (conservation, exhibition, education outreach, public relations, etc.), as well as on the shared project development tasks in the daily running of a museum, while providing practical information which aligns staff with museum mission;

Module 2– Handling, Packing, and transportation of collections – Storage;

Module 3– Accession, registration and cataloguing; documentation, Museum Digitalization and Databases, Museum Professional Photography;

Module 4– Condition assessment, introduction to environmental control, preventive conservation and care of Collections;

Module 1 can be attended by all (154) technical staff from the different departments (curators, conservators, scientists, IT, administration and public relations). **Modules 2, 3 and 4** aim at 75 staff, mainly curators, conservators, IT and scientists.

Of the overall duration of the course, the 35% shall be dedicated to theoretical and 65% to practical sessions, with simulations, and in-job tutoring sessions, organized by groups of 5-10 participants each. At completion of the course, the contractor shall organize a final evaluation of trainees.

- c) Provide a detailed list of minimum requirements for NMEC's commitment for facilities, infrastructure equipment (for example laptops, classrooms, video projector+screen, consumable material & supplies required for the practical and in-job sessions etc.);
- d) Identify tutors and cover fees and mission costs for national and international experts, to deliver the training course (in English and/or Arabic) agreed with UNESCO as per budget proposed;
- e) Ahead of the training, conduct an overall assessment of the NMEC candidates' roles and skills, to ensure that the training programme respond to the staff needs;
- f) During the training, ensure simultaneous interpretation for international tutors (as needed);
- g) Propose a reference bibliography on up-to-date museum studies, gather the relevant documentation and assembly training material and presentations, in English and Arabic, for the purpose of the course, according to the identified modules. Once approved by UNESCO, distribute them to trainees in view of the training sessions;
- h) Organize the practical exercises and simulations, and provide in-the job tutoring sessions, accompanying the staff in the daily operations of accession, documentation and storage management, to ensure that principles and techniques learnt during the theoretical sessions are fully reflected into practice in daily work;
- i) Evaluate the progress and outcomes of the training on the trainees, as well as reporting on the overall results.

5. Inputs:

UNESCO will provide technical guidelines for the contents of the course.

In addition, UNESCO will coordinate with the Ministry of Antiquities and the National Museum of Egyptian Civilization (NMEC) in the selection criteria for suitable NMEC candidates, and facilitate, with the Egyptian authorities, the access to museum and other eventual sites for the purpose of study visits (as deemed necessary), as well as cover coffee-breaks and light lunches during the course.

6. Timing:

The execution of the training course shall be completed in 3-months, starting from the date of signature of the contract. The training session shall last 15 working days (five day x week, for a total of 3 consecutive weeks).

7. Reporting: The Contractor shall submit to UNESCO Cairo Office the following:

- a) Ahead to the course, the preliminary assessment of the candidates and their repartition into the practical sessions, the detailed programme of the training course, in addition to a short profile description of the trainers and their commitments to the course, as well as a detailed list of required consumable material, supplies and equipment for the purpose of the training course, no later than 15 days prior to the course;
- b) Detailed technical and financial report, evaluating the training course and its outcomes, and providing recommendations for further follow-up; in addition to relative invoices (travel and accommodation for the trainers, tutoring fees, training material), no later than 30 days after completion of the training course and tasks regulated by the contract;

8. Minimum content of proposals:

1. Develop a tentative programme for the introductory training course, as per 4.b of the Terms of Reference, with a proposed list of potential national & international tutors who shall be involved in the training course, as well as a list of minimum requirements for NMEC's commitment for facilities, infrastructure equipment (for example laptops, classrooms, videoprojector+screen, consumable material & supplies required for the practical and in-job sessions etc.);

2. Develop a short methodological note (max 5 pages), referring to previous relevant initiatives in which the candidate has been involved, as well as the proposed implementation approach and strategy.

9. Eligibility/qualification/experience requirements:

At least 5 years of experience in the field of heritage and museums management, with the direct involvement in national and international projects for the safeguarding of Egyptian cultural heritage;

The successful delivery of previous training programmes in the field of museums studies and cultural institutions management preparedness at national, and possibly international, level is required;

Excellent command of English language;

Certificates/diplomas in the specific field of museums management;

10. Budget/Basis of fees: For the purpose of the budget, the course will entail in total lasting 15 working days (five day x week, for a total of three weeks)

The candidate shall submit an itemized budget, using the structure contained in the separate Price Schedule Form (Annex V).

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised
Signature:
Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 14 (b) of the Instructions to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.

3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.

4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1.	Remuneration				
1.1	Training course preparation, backstopping & Services at Home Office (if applicable)				
1.2	Services on site (if applicable)				
1.3	Tutors/Experts fees (including daily allowance, if applicable)				
1.4	Coordination & Management				
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2.	Travel and accommodation				
2.1	Travel of tutors/experts (international experts)				
2.2	Half-board Accommodation of tutors/experts in Cairo (international experts)				
3.0	Equipment				
3.1	Stationary & USB for trainees				
3.2	Material and tools for practical exercises				
4.0	Course logistics				
4.4	Communications (if applicable, please provide details)				
4.5	Reproduction and Reports				

4.6	Simulations, field-trips and visits				
4.7	Interpretation English/Arabic (if required)				
4.8	Transfer of equipment				
5.0	Others (please specify)				