



Health Authority - Abu Dhabi

REQUEST FOR PROPOSALS

for

Man Power planning

RFP # no.: 20/ Consultancy Services/HAAD/2010

Bid issue date: July 26, 2010

Deadline for submission of proposals: August 16 , 2010

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Contents of the Request for Proposals

The complete Request for Proposals shall include the following:

Section A: Instructions to Bidders

Section B: Terms of Reference (Technical requirements/ specifications)

Section C: Draft Contract Agreement and Conditions

Annexes:

- **Annex I:** Evaluation factors and scores

Definitions and Abbreviations:

The terms used in this RFP and the subsequent contract shall have the following meanings:

<i>Bidder</i>	A legal entity entitled to submit a proposal in response to this RFP
<i>Consultant</i>	The awarded bidder selected to perform the Project's scope of work
<i>Contracting Authority/HAAD</i>	Health Authority - Abu Dhabi
<i>Days/months/years</i>	Calendar days/ months/years
<i>Project</i>	The services required to be implemented as detailed in Section B
<i>Government</i>	Government of Abu Dhabi
<i>N/A</i>	Not applicable
<i>RFP</i>	Request for proposals
<i>ToR</i>	Terms of reference
ERM	Enterprise Risk Management

Section A - Instruction to Bidders

In submitting proposals, bidders must comply with all instructions contained in this RFP document. Failure to submit a proposal containing all the specified information and documentation (including all completed forms and templates, and a declaration that all the specified ToR are acceptable) within the stated submission deadline will lead to rejection of the proposal.

Article 1 - Tender Process Deadlines

Deadline for requesting clarifications from the HAAD	August 05, 2010
Last date for issuing clarifications by the HAAD	August 09, 2010
Clarification Meeting	N/A
Deadline for submission of proposals	August 16, 2010

Article 2 - Packing and Labelling of Proposals

Each submitted proposal must comprise a technical offer and a financial offer, each of which must be submitted separately. Each technical offer and financial offer must contain one original, clearly marked "**Original**", and 2 copies, each marked "**Copy**".

Article 3 - Submission of Proposals

Proposals must be submitted either by recorded delivery (official postal service) or hand delivery directly to the HAAD in return for a signed and dated receipt to the following address:

To: Mr. Ali Al Mazrouie
Head, Corporate Support Services
Att.: Mr. Moinudeen Zayed
Procurement Officer
Procurement & General Services- Section
Health Authority - Abu Dhabi
Airport Road - behind Al Futtaim Motors Agency
P.O. Box 5674
2nd floor

Note: Proposals submitted by any other means (i.e, **fax or e-mail**) will be rejected. Any deviation from these instructions (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the proposal.

The outer envelope should carry the following information:

- a) The address for submission of proposal indicated above;
- b) The reference code of the bid to which the bidder is responding (**20/Consultancy Service/HAAD/PT/2010**)
- c) The name of the bidder.
 - The pages of the Technical and Financial offers should be numbered.

Article 4 - **Proposal Contents**

A. **Technical offer**

The Technical offer must include the following documents:

- **Letter of Submission** on Consultant's letterhead signed and stamped by the person in charge or the Consultant's authorized representative acknowledging the Consultant's agreement to the terms and conditions of this RFP and certifying that all information offered in the submitted proposal are true, accurate, and complete.
- **Full contact details** of the key person in the company in case of any clarification requirements.
- **Table of Contents**, including page numbers.
- An **executive summary**, demonstrating the Consultant's understanding of the project's requirements, the proposed project's approach and plan including a time schedule for the project implementation.
- **Audited Financial Statements** for the past one year.
- The bidders should have a minimum of three years experience in UAE Market in the tender field
- Copy of **valid trade license/ Legal registration** documents
- **Business references** for projects of similar nature and volume that verify that the bidder has a satisfactory performance record and demonstrate that the bidder has the capability of meeting the project requirements. The references should specify the bidder's relevant contribution to each listed project. References can only be considered if the bidder clearly lists a point of contact in the client organization for that project (name, address, telephone number, etc.).
- **Bidder's project team organisation chart.**
- **Detailed CVs** for the key experts and project's staff.
- **Unconditional bid Bond.**

B. **Financial offer**

The Financial offer must specify a total amount in U.A.E currency (AED), inclusive of all costs and all applicable tariffs and /or taxes.

The Bidder should quote his prices clearly stating the total amount "**Not to exceed basis**" for providing the required services as per the RFP showing a breakdown of the fee structure (This should show the daily rates of the Consultant's staff Juniors and seniors... etc).

Notes to bidders in preparing the financial offer:

- A. It is bidder's responsibility to examine and consider all the RfP requirements while preparing the financial proposal for this tender.
- B. Bidders should quote the prices including all anticipated costs (i.e: accommodations, travels expenses.. etc)

Article 5 - **Bid Bonds**

The bidder must submit a bid bond with an amount of 9,000 AED (Nine Thousands Dirham) enclosed in the technical proposal. The bond shall be unconditional, valid for 120 days starting from the closing date of proposal submission and addressed to the Health Authority – Abu Dhabi. Priority for issuing the Bid bonds in UAE should be from Abu-Dhabi Banks. The bid bond will be returned back to bidders after the evaluation and awarding processes are completed.

Article 6 - RFP Terms and Conditions

Failure to meet the specified terms and conditions of this RFP at the time of submission of proposal, evaluation or award may result in disqualification of the Bidder and/or rejection of the proposal.

Article 7 - Validity of Proposal

Proposals must remain valid and open for the acceptance of the HAAD for 120 days from the RFP closing date. Proposals specifying a shorter acceptance period will be rejected.

Article 8 - Incomplete and Late Offers:

Incomplete and late proposals will not be accepted. It is the bidder's responsibility to ensure that the proposal is submitted complete, on time and in accordance with the RFP terms and conditions. Late proposals shall be returned to Bidders unopened.

Article 9 - Inquiries

Bidders may submit questions in **writing** either through fax or e-mail to the following address and up to 10 days before the deadline for submission of proposals.

Contact name : Ms. Dina Mohsen Khaled
Procurement Officer
Address : Health Authority – Abu Dhabi
Fax no. : +9712 4496969
E-mail : dkhaled@haad.ae

Any clarification issued by the HAAD will be communicated in writing to all the bidders before date stated in the table above. No further clarifications will be given after the stated date.

Any prospective bidders seeking to arrange individual meetings with the HAAD or any of its employees concerning this contract during the bidding period may be excluded from the bidding procedure.

Article 10 - Alteration of Proposals

Bidders may alter their proposals by written notification prior to the deadline for submission of proposals stated in this RFP. No proposals may be altered after this deadline.

Article 11 - Eligible Bidders

Bidders considered eligible to submit proposals are defined as the entity /organisation that is legally registered in the UAE to do business and can provide a valid certificate of legal registration/ trade registration license.

Article 12 - Proof of Nonprofit Status

Bidders claiming non-profit status, must provide certification from the registering body with their proposals.

Article 13 - Costs for preparing proposals

Under no circumstances will the HAAD accepts liability for any costs incurred in connection with the preparation and submission of proposals even if the HAAD decides to reject all the proposals or cancel this RFP tender altogether.

Article 14 - Clarification

During the evaluation process, the HAAD may request additional information from bidders with regard to the submitted proposal if deemed necessary by the tender evaluation committee.

Article 15 - Evaluation of proposals

The evaluation process will identify and recommend the proposal which is technically superior at reasonable price.

- The weight of the technical factors = 70 %
- The weight of the price = 30 %

Only proposals with average scores of at least 70 points in the technical evaluation criteria set out at Annex I qualify for the financial evaluation.

C. Technical evaluation of bids

The technical quality of each bid will be evaluated in accordance with the evaluation criteria specified in Annex I of this RfP document. No other evaluation criteria will be used. The evaluation criteria will be examined in accordance with the requirements stated in this RFP.

D. Evaluation of financial offers

Upon completion of the technical evaluation, the financial offers of those bidders who passed the technical evaluation stage will be opened.

Article 16 - Amendments

During the proposal submission period, if the HAAD decides to modify/ change any requirement/s of the RFP, the modification/s shall be released through the issuance of an amendment to the RFP. Any amendment will be issued in writing and will be sent to all bidders.

Article 17 - Confidentiality

The entire evaluation procedure is confidential and all proposals are for official use only and may not be communicated neither to the bidders nor to any party other than the HAAD.

Article 18 - Ownership of Proposals

The HAAD retains ownership of all proposals received as part of this RFP. Consequently, bidders have no legal right to have their proposals returned to them.

Article 19 - Bid Cancellation

The HAAD has the right at any stage in the bidding process to cancel the whole RFP without justification to any of the bidders. In the event of cancellation of the RFP, Bidders will be notified in writing of the cancellation by the HAAD.

Article 20 - Discussion/Negotiation

HAAD may initiate discussions should clarification or negotiation be necessary. Bidders should be prepared to provide qualified personnel to discuss technical and contractual aspects of the proposal.

Article 21 - Award

The HAAD reserves the option of contracting for all or for a portion of the specified Project's scope or of not awarding the RFP to any bidder. Final approval to enter into a contract, and the scope of services to be provided pursuant to the contract, rests with the HAAD. A contract may be awarded to more than one bidder based on the quality of the proposals and the HAAD's needs.

Section B – Terms of References

Article 1 - General background and HAAD objectives

The Health Authority - Abu Dhabi (HAAD) is an Abu Dhabi healthcare sector regulatory entity established by the law No.01/2007;

HAAD is responsible for licensing, quality control and regulating all health care facilities and health professionals in the Emirate of Abu Dhabi, with the vision to develop health communities, and to monitor healthcare facilities ensuring the delivery of high quality healthcare services in accordance with best international practices and quality standards.

Article 2 - PURPOSES & EXPECTED RESULTS

A. Purpose of the RFP

The purpose of this RFP is to analyze HAAD's present manpower resources and analyze the degree to which these resources are employed optimally and to define a Manpower Planning policy & process which would effectively identify current and future manpower requirements. This is supported by understanding HAAD's business, growth strategy and aligning manpower resources utilization with corporate objectives. It starts from the organizational strategy down to all ground level activities to identify the need for manpower and their specific roles in order to ensure the manpower plan enables HAAD to achieve corporate desirable results. Such shall enable the HAAD to achieve realistic estimate of the number of employees required where, to accomplish organizational goals.

B. Results to be achieved by the end of the Project

By the end of the Project, the Consultant should be able to provide the following to HAAD:

- Provide a report of current manpower analysis to show HAAD's utilization of its resources.
- Develop an effective and efficient system which includes policy, models, plans and tools that would help HAAD to continually analyze manpower resources to justify optimum levels.
- Define resource planning methodology which takes into consideration all factors that affect manpower resources, such as technology skill sets and training.
- Optimum resources utilization which would be integrated and aligned with organizational objectives.
- Provide manpower reporting tools which include necessary templates.

Article 3 - SCOPE OF WORK

A. Project description

HAAD has 4 core business divisions and 9 strategy and support functions. The total number of FTEs in HAAD is 477.

HAAD would like to engage a Consultant to carry out extensive study at all units on staff requirement for various operations. The Consultant shall carry out an assessment of present and future needs of HAAD and compare that with present resources and future predicted resources.

The Consultant is required to:

- Outline the implications of the corporate plan on the manpower plan. The plan should show the surplus/deficit manpower for various job roles and develop a road map to achieve an optimum manpower position over 3 years period.
- Develop policies, and procedures necessary for the effective determination, classification, and management of manpower requirements.
- Define appropriate plans to bring demand and supply into balance.
- Define future projections and scenarios affecting human resources planning.
- Define factors effecting manpower such as technological changes and its effect on current and future resources.
- Define an appropriate Manpower planning practice and Process using various methods, techniques and the steps used in manpower planning as a prerequisite for manpower planning.

Article 4 - Project Management

A. Responsible body

HAAD will assign Project Manager responsible for monitoring the Consultant's performance, reviewing and accepting the Project's deliverables.

Article 5 - Period of project execution

The period of execution of the whole project will be within 3 months from signing the Agreement with HAAD

Bidders should submit a detailed time schedule for the project implementation period and its phases.

Article 6 - Requirements

A. Personnel /Key experts

Consultants should have appropriate and capable staff with qualifications and experience as follows:

- Experience in Resources planning and preferably in regulatory and or health related
- Clear understanding and knowledge in resources planning tools and methodologies

B. Equipment / Facilities

The Consultant will work in his own environment using his own equipment, however it is expected that the Consultant will spend appropriate time in HAAD to carry out the assignment and during that can be provided with office space in HAAD while using his own equipment.

Article 7 - Deliverables

While the Authority will monitor the output of the Consultant and the project progress, the Consultant should submit the following deliverables during the implementation period. These deliverables are to address manpower requirements and scenarios to meet different objectives, which would includes but is not limited to annual planning and adhoc requirements due to directives, or internal/external change that affect resources:

- Current manpower analysis reports
- Policy and procedure with options that would address different requirements.
- Manpower analysis tools and models that would address continuous manpower analysis and resources optimization.
- Manpower Plans and tools that would ensure alignment of resources requirements with the needs of Core Businesses, the achievement of organizational strategic objectives and effective use of manpower resources.
- Manpower process that operates on a specific time cycle, supporting submission of the annual budget planning process to meet the organization's needs and to translate those into specific budgets required to meet organizational objectives.

Section C – Draft Contract Agreement and Conditions

This Contract (“Contract”) is entered into by and between the *Health Authority - Abu Dhabi* (the Contracting Authority) having its principal place of business at - *P.O Box: 5674 – Abu Dhabi – United Arab Emirates* , and ----- (“the Consultant”) having its / their principal place of business located at -----

The Contracting Authority issued the RFP NO. ----- where Consultants are invited to submit proposals showing their knowledge, skills and expertise to deliver the RFP Project’s scope of services in accordance with the terms and conditions thereof ;

The Consultant submitted his proposal dated --- representing to have the skilled personnel, experience & knowledge required and while accepting the terms and conditions of the RFP; and

Following evaluation of proposals, the Contracting Authority awarded the Consultant the Project’s scope of work (the “Services”).

Now therefore the Parties to this Contract hereby agree as follows:

Article 1 - Subject

The subject of this Contract is-----, with identification number: -----

Article 2 - Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, the special conditions (“Special Conditions”) defined in this document and the following annexes:

Annex I: Request for Proposal

Annex II: Consultant’s proposal

Annex III: Personnel

Annex IV: Correspondences between both parties

These Special Conditions together with annexure I to IV inclusive are intended to be explanatory of each other. In case of any contradiction between the above documents, their provisions shall be applied according to the above order.

Article 3 - Contract value

The contract value is ----- AED

Article 4 - Commencement date

The date for commencing the contract performance shall be the date of signature of this contract.

Article 5 - Personnel

- A. The Personnel specified in the Staffing Plan set out in Annex III (the "Personnel") shall carry out the Services indicated therein.
- B. In the event that any of the Personnel specified in Annex III is, in the opinion of the Contracting Authority, incompetent in discharging his/her assigned duties, the Contracting Authority may request the Consultant, to immediately provide as a replacement, a person with qualifications and experience acceptable to the Contracting Authority without any additional cost. The Consultant shall submit to the Contracting Authority the names and curricula vitae (to include details of all qualifications) of any proposed substitute and shall permit the Contracting Authority to interview any substitute. The Contracting Authority may in its absolute discretion refuse to accept any proposed substitute and in such case the Consultant shall submit to the Contracting Authority further names and curricula vitae of proposed substitute personnel. The fees for the Services as set out below in Article 9 will not be changed by the replacement of Consultant's personnel as requested by the Contracting Authority.
- C. The Consultant shall make no change to the personnel specified in Annex III without the prior approval of the Contracting Authority. If the Contracting Authority shall approve a change in the Personnel, the Consultant shall submit to the Contracting Authority the names and curricula vitae (to include details of all qualifications) of any proposed substitute and shall permit the Contracting Authority to interview any substitute. The Contracting Authority may in its absolute discretion refuse to accept any proposed substitute and in such a case the Consultant shall submit to the Contracting Authority further names and curricula vitae of proposed substitute personnel. Without prejudice to the foregoing, if the Contracting Authority so requests, the Consultant will provide the Contracting Authority with the names of proposed substitutes to enable the Contracting Authority to approve a substitute in accordance with the terms hereof in advance of any specific requirement by the Contracting Authority. The Contracting Authority shall promptly give or refuse its approval.

Article 6 - Information to be provided to the Consultant

The Authority shall supply free of charge all available data and information, and shall give such assistance to the Consultant at its request and as may be reasonably required for carrying out his duties under this Agreement. The Contracting Authority recognizes and confirms that the Consultant will use and rely primarily on the information provided by the Contracting Authority and on information available from public sources in performing the Services without having independently verified the same and does not assume responsibility for the accuracy or completeness of any information provided by the Contracting Authority or such other publicly available information.

Article 7 - Reporting

The Consultant shall provide the Contracting Authority with monthly progress reports as specified in the ToR.

Article 8 - Invoices and Payments

Payments will be made in instalments to be linked to actual deliverables. Payments will be made within 30 days from the date of receiving an acceptable invoice to the finance. The submitted invoice should be signed and stamped by the Consultant and include the following information:

- Contract no.
- Contact person in the firm
- The service provided
- Bank details (i.e., branch details, account number etc....)

Article 9 - Contract Price

The contract Price shall be fixed and not subject to change.

Article 10 - Contact addresses

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified herein this contract.

Article 11 - Performance Bond

The Consultant shall be required to secure a performance bond in an amount equal to 10% of the total award price within 10 days from signing the contract and to be in effect for the duration of the performance period. The performance bond may be used to satisfy failure or lack of delivery and/or loss incurred in the event of the Consultant's failure to deliver or perform according to the requirements of the contract.

Article 12 - Intellectual Property

- A. The Consultant may furnish the Contracting Authority with reports, analyses or other such materials (the "Materials"). The Contracting Authority understands and agrees that any such Materials will be furnished solely for its use and may not be furnished in whole or in part to any person or entity except as set out in clause 12.B, below.
- B. The Contracting Authority may furnish the Materials to its stakeholders, directors, officers, and employees and to its legal counsel, accountants, and investment bankers. The Contracting Authority may refer to the Consultant or attribute information to the Consultant in communication external to the Contracting Authority for any purpose, including without limitation in press releases, web sites, offering memoranda, and conversations with analysts.
- C. The Contracting Authority shall own all right, title, and interest, including, without limitation, all intellectual property rights, in and to the Materials, except that the Consultant retains all right, title and interest, including, without limitation, intellectual property rights, in and to the Consultant's Tools (as defined below). To the extent that the Materials include any Consultant's Tools, the Consultant

hereby grants to the Contracting Authority a non-exclusive, non-transferable, non-sub-licensable, worldwide, royalty-free, perpetual license to use and copy the Consultant's Tools solely for internal purposes and solely as part of the Materials. The "Consultant's Tools" consist of any and all concepts, analyses, know-how, tools, frameworks, models, and industry information and perspectives used by the Consultant in connection with the Services.

Article 13 - Non-assignment

- A.** The Consultant shall not assign or transfer the benefits and obligations of this contract or any part thereof to any person/company except by the Contracting Authority 's prior written approval, provided, however that any assignment by the Consultant to an affiliate shall not require the consent of the Contracting Authority. For the purposes of this contract with respect to the Consultant, the term "affiliates" means any entities that directly or indirectly control, are controlled by, or are under the same control as, such party or any other entities affiliated with such party or entities.
- B.** In any case of bankruptcy or liquidation of the Consultant, this contract shall automatically be terminated. In this case, the official receivers, trustees or liquidators of the Consultant shall not have the right to transfer/ assign the benefits or any of the rights under this contract or prejudice the rights acquired by the Contracting Authority from the Consultant hereunder.

Article 14 - Consultant's Obligation

1. The Consultant must sign an undertaking not to share the outcome and of his work with any individuals or organizations not authorized by the Contracting Authority in writing.
2. The Consultant will not make any subcontracts other than the agreed ones, in such cases prior information and approval will be required.

Article 15 - Contracting Authority Acknowledgement

It is the long-standing practice of the Consultant to serve multiple clients within industries, including those with potentially opposing interests, as well as counter-parties in merger, acquisition and alliance transactions. The Consultant is committed to maintain the confidentiality of the Contracting Authority's information (generally as described in this Agreement) in all such situations.

Article 16 - Penalties

In case the required items are not submitted by the Consultant by the expected delivery date, this will be investigated and the Consultant will be penalized. The penalty for late delivery is set at 2.5% of the total price of test per week and up to four (4) weeks (Maximum penalty is 10% of contract price).

Article 17 - Confidentiality

The Consultant and/or the Contracting Authority:

- a. Acknowledges that all Disclosures given by either of them or a third party to the other is of a confidential nature;
- b. Acknowledges that all Disclosures are issued in connection with the performance of the Agreement **and shall remain the property of the Disclosing Party at all times;**
- c. Undertakes to keep secret and confidential all and every part of the Disclosure and the contents of this Agreement unless and until the relevant part thereof shall become public knowledge;
- d. Undertakes to keep in a safe, secure and confidential place any documents and materials supplied to it, and not to make use of or permit others to make use of the Disclosure or any part of it except where it is necessary in order for a person to perform this Agreement or as otherwise authorized by the Contracting Authority or the Consultant in writing;
- e. To the extent that the Disclosure is no longer required to enable either the Contracting Authority or the Consultant to perform its duties under this Agreement, such party shall return the Disclosure together with all copies, notes and transcriptions thereof to the other party forthwith upon demand but in any event shall return the Disclosure and all copies, notes and transcriptions of the same upon the termination of this Agreement;
- f. The Consultant and the Contracting Authority shall procure that any person to whom all or part of the Disclosure is divulged shall enter into a confidentiality undertaking in similar terms hereto;
- g. In so far as any part of the Disclosure is in the public domain, the provisions of this clause will not apply to that part of the Disclosure.

Article 18 - Taxes

The Consultant shall be liable for all taxes, imposts, duties, withholding taxes, charges or other assessments of whatsoever nature, whether levied by the Government of Abu Dhabi or the UAE, or any other Government elsewhere.

Article 19 - Termination

The availability of penalties or performance bond do NOT limit the Contracting Authority's right to terminate this contract with immediate effect for the Consultant's lack of performance in carrying the agreed upon services without giving reasons.

The Contracting Authority and the Consultant shall both have the right to terminate this contract or any appointed Consultant upon written notification of at least thirty (30) working days before such termination. In such a case the Consultant shall proceed in an orderly, rapid and economic way with the procedures to terminate his services and duties under this contract. In the event of any termination hereunder, the Contracting Authority's sole responsibility with

respect to payment shall be to pay those amounts earned or incurred through the effective date of termination.

Article 20 - Governing Law and Language

The contract is subject to and shall be construed according to the applicable laws and regulations of the United Arab Emirates and the Emirate of Abu Dhabi.

The contract and all notices pursuant to the provisions of this subcontract shall be in English.

Article 21 - Entire Agreement

This contract embodies the entire Agreement between the Contracting Authority and the Consultant with respect to the Services and supersede all prior agreements, negotiations, understandings, representations and warranties, whether written, oral or otherwise and in particular any standard terms customarily issued by the Consultant.

No changes, amendments or modifications of the terms or conditions of this contract shall be valid unless executed in writing and signed by both parties.

Article 22 - Dispute settlement

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the competent courts in the Emirates of Abu Dhabi for consideration and settlements in accordance with the applicable law and regulations. Notwithstanding the referral of the disputes as mentioned herein, the Consultant shall continue to perform their duties under this agreement if so requested by the Contracting Authority.

This contract is written in English in three originals, two originals for the Contracting Authority and one original being for the Consultant.

For the Consultant

For the Contracting Authority

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

Annex 1 – Evaluation Criteria and scores

Evaluation Criteria	Maximum score
Understanding of the project's requirements Proposed method to be approached in providing the required services successfully	30
Consultant's background and experience on projects of similar nature, including references inputs and/or feedbacks	25
Availability of sufficient and capable personnel with the required qualifications, skills and experience dedicated to the project	30
The details, adequacy and timetable of the management plan for the activities.	15
Overall total score	100

Only proposals with average scores of at least **70** points qualify for the financial evaluation