

Energy Efficiency in Public Buildings (Universities)

Egyptian-German Financial Cooperation



german
cooperation

DEUTSCHE ZUSAMMENARBEIT

KFW



**German Financial Cooperation with the Arab Republic
of Egypt**

**Energy Auditing/Engineering Services for the Project of
Energy Conservation and Efficiency Measures in Public
Buildings (Universities)**

bidding Documents

**For the procurement of Energy Auditing/Engineering
services in two lots**

**Employer: Energy Efficiency Unit of the Supreme
Council of Egyptian Universities (SCU)**

Ref. SCU_03

October 2024

procurement No.

<p>Programme Executing Agency: Tendering and Contracting Agency:</p>	<p>Supreme Council of Universities (SCU) Energy Efficiency Unit of the Supreme Council of Universities, Cairo University Headquarters (the campus), Giza, Egypt, PO Box 12613 Contact: - Prof. Dr. Tarek Abdel Salam E-mail: Tarak_abdelsalam@eng.asu.edu.eg Phone: +202 35738583 / (35716348 Fax: +202 35716347/35728722</p>
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NCB Ref. # SCU_03

Date: xxxxxxxxxxxxxxxxxxxx

Our ref: SCU_03

Dear Sir/Madam.

Introduction to Tender Dossier

This tender concerns the activities that have to be conducted in accordance to the Project workplan of the Energy Efficiency in Public Buildings (Universities) through financing via German Egyptian Cooperation. In this regard, KfW on behalf of the German Government acts as development financing partner of the Project in Contractual relationship with the Central Bank of Egypt and the Supreme Council of Universities (SCU). The main objective for funding this project is to implement the potential Energy Conservation and Efficiency Measures (ECMs) in the Governmental Buildings (Universities) to achieve successful project realization.

The project executing agency (PEA) is acting as an owner and facilitator for the projects aiming at the implementation of ECMs in the public universities under the SCU. The public universities will be the final beneficiaries to implement the ECMs to achieve the project objectives and targets. The project goals will contribute to the sustainable development Program of Egypt, specific in the Energy Efficiency Sector.

The project potential ECMs are set to consider the electrical energy consuming devices/systems in accordance to the existing structure of the Governmental Buildings (Very Specific the universities buildings). These ECMs are:

High Energy Efficient Appliances	Indoor/Outdoor Efficient Lighting Technologies
PV Electrical Energy Generation to avoid fossil fuel consumption in Energy Generation Side. as energy resources management	Improvement and upgrade of HVAC and the individual Air Conditioners
Solar Water Heating Systems	Building Material, Shades and Insulation linked to Energy Efficient Performance,
Controls and Automation for Energy Operations in the Building	Any Further ECMS opportunities that might be applicable

18 participating universities submitted their suggested Energy Conservation Opportunities within an agreed-upon maximum budget for each university. Accordingly, the submitted proposals of the universities regarding the potential Energy Conservation and Efficiency Measures (ECMs) need further investigation that must be conducted by Energy Auditors/Engineers as per the project workplan and setup. Therefore, the Terms of Reference (ToR) in this tender will illustrate all tasks, requirements, and objectives to be conducted and achieved by the consultant.

The two lots of this ToR are open for the bidders to participate in. The participation per each lot shall have the human resources (Key Experts and Specialized persons) dedicated to the lot not participating in the other lot and very specific to the resources conducting the site visits and meetings with the universities of the lot applied for. However, the backstopping experts can participate in both lots in case the bidder submitted for the two lots. In this regard, each lot key experts and specialized persons shall be evaluated and in case of the replicability of one expert in the two lots, this will make the technical offer not accepted.

The following table presents the universities comprising the 2 lots and the number of buildings/projects for each university.

Lot Number 1		Lot Number 2	
University	Number of Buildings/Projects	University	Number of Buildings/Projects
Ain Shams	11	Zagazig	18
Cairo	2	Damietta University	1
Helwan	3	Port-Said University	2
Alexandria University	3	Minia	5
Banha University	4	Aswan	3
Mansoura University	5	Assiut	7
Tanta University	3	New Valley	3
Fayoum	3		
Suez Canal University	2		
Arish University	2		
Suez University	1		
Total number of Buildings/Projects per Lot	39		39

The ECMs under consideration in this tender are:

1. The PV system of “On Grid Roof Top or On Ground” application to reduce the current energy consumption of the building and reduce the GHG on the generation level.
2. The high-efficient lighting technology to replace the existing inefficient ones.
3. The Air Conditioners (Efficient inverter technology/ highly efficient ACs).
4. The simple controls using the sensors activation for selected parts of the lighting circuits.

The full technical proposal prepared by each university submitted to SCU for evaluation shall be handed to the winning company/consortium.

I am pleased that your firm requested to take part in the open tender procedure for the above contract. The complete tender dossier is attached to this introductory letter. It includes after the introduction:

Part I:

A. Instructions to tenderers

B. Draft Contract Agreement and Special Conditions with annexes:

I. General Conditions

II. Terms of Reference

III. Organisation and Methodology guidelines & template (To be submitted by the tenderer according to the template provided)

IV. Senior and junior experts (including templates for the summary list of key experts and their CVs)

C. Tender submission forms (to be submitted by the tenderer)

I. Service Tender Submission Form

II. Financial Offer

III. Statement of Exclusivity and Availability

IV. Declaration of Undertaking (DoU) Form

Part II:

A. Administrative Compliance Grid

We look forward to receiving your tender at the address specified in the Instructions to tenderers before 12:00 noon on Date: 06/11/2024 If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

Yours sincerely

Prof. Tarek Saad Abdel Salam

Signature and Date

PART I - A

A. Instructions to Tenderers

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List of Abbreviations

AC	Air conditioning
BMZ	Bundesministerium für Wirtschaftliche Zusammenarbeit und Entwicklung (German Federal Ministry for Economic Cooperation and Development)
CfE	Call for Expressions of Interest
CfP	Call for proposals
CV	Curriculum Vitae
DLP/DN P	Defects Liability Period/ Defects Notification Period
E&S	Environmental & Social
ECM	Energy conservation measure
EE	Energy Efficiency
EEHC	Egyptian Electricity Holding Company
EGP	Egyptian Pound
EHS	Economic, Health and Safety
EIB	European Investment Bank
EoI	Expression of Interest
EPC	Engineering Procurement Construction
ES	Energy service
ESC	Energy service company
ES COP	Environmental and Social Code of Practices
ESHS	Environmental, Social and Health & Safety
ESIA	Environmental and Social Impact Assessment
ESMF	Environmental and Social Management Framework
ESMP	Environmental and Social Management Plan
ESP	Energy Service Provider
EU	European Union
EUR	Euro
FA	Financial Assistance
FC	Financial Cooperation
FI	Financial Institution
FIDIC	International Federation of Consulting Engineers
FiT	Feed-in Tariff
FS	Feasibility Study
GHG	Greenhouse gases
GoE	Government of Egypt
GRM	Grievance Redress Mechanism
HR	Human Resources
HSE	Health, Safety, Environment
HV	High voltage
HVAC	Heating, Ventilation and Air Conditioning
ILO	International Labour Organization
IPMVP	International Performance for Measuring and Verification Protocol
IPP	Independent Power Producers
ISO	International Organisation for Standardisation
JV	Joint Venture
KE	Key Expert

KfW	Kreditanstalt für Wiederaufbau (German Development Bank)
KPI	Key performance indicator
KTOE	Thousand tons of oil equivalent
kW	Kilowatt
kWh	Kilowatt-hour
LCC	Life-Cycle Cost
LCCBA	Life-Cycle Cost-Benefit Analyses
LED	Light Emitting Diode
LV	Low voltage
M&E	Monitoring & Evaluation
M&V	Measurement & Verification of savings
MEPS	Minimum Energy Performance Standard
MIS	Management Information System
MoERE	Ministry of Electricity and Renewable Energy
MoM	Minutes of Meeting
MV	Medium voltage
MWh	Megawatt-hour
NAP	National Action Plan
NEB	Non-energy-benefits
NEEAP	National Energy Efficiency Action Plan
NKE	Non-key expert
NKE	Non-Key Expert
NPV	Net Present Value
O&M	Operation and Maintenance
OEM	Original equipment manufacturer
OHS	Occupational Health and Safety
OPEX	Operating expenses
PDR	Preliminary Design Report
PEA	Project Executing Agency
PIU	Project Implementing Unit (consisting of PEA and Consultant)
PV	Photovoltaic
QA	Quality Assurance
R&D	Research and Development
RE	Renewable Energy
SCU	Supreme Council of Universities
sM&V	simplified Measurement & Verification of savings
SME	Small and Medium Enterprise
SWH	Solar water heater
TL	Team Leader
ToE	Tonne of oil equivalent
ToR	Terms of Reference

PUBLICATION REFERENCE: SCU_03

In submitting their tenders, tenderers must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. These are contained in Annex I of the draft contract.

1. TIMETABLE¹

Event	DATE	TIME*
The announcement of the Tender will take place	Saturday, October 5, 2024	
The deadline for responding to inquiries	Thursday, October 24, 2024.	
The submission date	Wednesday, November 6, 2024.	12.0 p.m.
With the possibility of changing the schedule if necessary		

*** All times are in the time zone of Egypt**

Provisional date

2. ELIGIBILITY CRITERIA

1. Eligibility in KfW-Financed contracts are open on equal terms to all natural and legal persons throughout the world provided that:

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

¹ All mentioned days are working days

2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation.

2.2 have been

(a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

(b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;

2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;

2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

3. PARTICIPATION

Participation in this tender is open to all service providers or consortium specialized in the field of Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project

4. CONTENT OF TENDERS

The two lots of this ToR are open for the bidders to participate in. The participation per each lot shall have the human resources (Key Experts and Specialized persons) dedicated to the lot not participating in the other lot and very specific to the resources conducting the site visits and meetings with the universities of the lot applied for. However, the backstopping experts can participate in both lots in case the bidder submitted for the two lots. In this regard, each lot key experts and specialized persons shall be evaluated and in case of the replicability of one expert in the two lots, this will make the technical offer not accepted.

The following table presents the universities comprising the 2 lots and the number of buildings/projects for each university.

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Mansoura University	5	Assiut	7
Tanta University	3	New Valley	3
Fayoum	3		
Suez Canal University	2		
Arish University	2		
Suez University	1		

Total number of Buildings/Projects per Lot	39		39
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Since the tender procedure is divided into two lots, the **tenderer must submit a separate tender (i.e., technical offer and separate financial offer) for each lot bidding for.**

Each tender **for EACH lot** must comprise a **technical offer** and a **financial offer**, each of which must be submitted in a **separate envelop**.

4.1. All offers shall be submitted in English

4.2. TECHNICAL OFFER REQUIREMENTS FOR EACH LOT (Technical Envelop)

The consultancy firm/ consortium shall submit the technical offer separately from the financial offer and composing of the followings for each lot as minimum:

- The firm formal papers (Valid Tax ID, Commercial Registry, VAT Registry, or documents of legally establishing an energy center within the universities. etc.).
- A tender guarantee plus the proof of payment for each lot tendered for.
- The Consortium Form and Agreement if any.
- The consultancy firm/consortium experience in similar tasks related to this ToR for the ECMs proposed in each lot tendered for according to the form in annex iii
- CVs and signed statement of availability and exclusivity for experts (Seniors/Juniors). (according to the form in annex IV and forms in part 1-C)
- Description of the duties of the Seniors and Junior experts as well as the backstopping team to be shown with the experts' duties as described in Annex IV.
- Gantt Chart per each lot for the tasks and subtasks. According to the form in annex III)
- Deliverables according to the ToR to meet this ToR Tasks.
- Declaration of Undertaking (DoU) and its Appendix 1 (Declaration of tax conformity) signed and sealed. (as per the submission forms-part 1-C)

The tenderers must use the following forms provided in the tender dossier. For other requirements, the tenderers can use any form. For clarifications to bidders; please make sure of the following points

4.2.1. Tender Submission Forms (included in this tender dossier) including:

- a statement of intent by the tenderer in which it undertakes to provide the services in conformity with the provisions as set out in the tender dossier
- in the case of a consortium, a document in which each consortium partner must accept joint and several liability with the other consortium partners for the execution of the contract and give a mandate to the leader to sign on its behalf.

- a tender's declaration (by each consortium partner, in the case of a consortium) to the same effect as was made in the tenderer's application form confirming that the tenderer has not fallen in the meanwhile into any of the grounds for exclusion from this tender procedure.
- Declaration of Undertaking (DoU) signed and sealed and its Appendix 1 (Declaration of tax conformity)

4.2.2. *Organisation and methodology guidelines and template (To become Annex III of the contract), to be drawn up by the tenderer using the format in Annex III of the draft contract.*

4.2.3. *Senior and junior experts (To become Annex IV of the contract). The key experts and those whose involvement is instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Terms of reference in Annex I of the draft contract and they are subject to evaluation according to the evaluation grid in section 10.1. The backstopping team has to be mentioned as a unit for the tasks that they will participate in.*

4.2.4. *Tenderers must make sure that the requirements are submitted and met.*

- a list of the names of the key experts.
- the CVs of each of the key experts. Each CV must be confined to max 4 pages per CV for each function provided as indicated in the Terms of Reference. Each CV must be signed by the relevant expert and by the firm's representative.
- Proves of experience and qualifications should be also attached.
- The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference.
- Statements of exclusivity and availability (using the template included with the tender submission form) signed by each key expert, the purpose of which is as follows:
 - The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves **exclusively** to the for each
 - Each key expert must also undertake and sign a declaration of availability, and willing to work for all the periods foreseen for his/her input during the implementation of the contract as indicated in the Terms of reference and/or in the Organization and Methodology.

Any expert who is engaged in an SCU financed project, where the input from his/her position in that contract will not have ended before the expected start of his/her activities under this contract, **must not be proposed for this contract under any circumstances.**

If a key expert has been proposed by more than one tenderer with the agreement of the key expert, **the corresponding tenders may be rejected.** The expert concerned will be excluded from this tender procedure and may also be subject to exclusion from other SCU financed contracts.

In cases where a key expert will not be available at the expected start of his/her activities, the expert concerned will be excluded from this tender and might be subject to exclusion from other SCU tenders and contracts. The corresponding tender may be rejected, or replacement of the key expert will only be allowed with the same qualifications and experience or higher.

Having selected a firm partly based on an evaluation grid presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the tender dossier, the Contracting Authority will only consider substitutions after the deadline for the submission of tenders in cases of unexpected delays in the commencement date beyond the control of the consultant, or exceptionally because of the incapacity of a key expert for health reasons or due to *force majeure* or other circumstances which may justify a replacement and which would not have any effect on the selection of the most economically advantageous tender. The desire of a tenderer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for the substitution of any of the key experts.

4.2.5. Tender Guarantee

The tender guarantee, for an amount of [50,000 EGP] for each lot the bidder selects to participate in, as indicated in the notice of invitation to tenderer, must be provided according to the SCU essential requirements set out therein in the form of a LOG or paid by an electronic card to SCU POS payment.

In Case of a LOG, the following address and data must be included:

“THE SUPREME COUNCIL OF UNIVERSITIES
“The Energy Efficiency in Public Buildings (Universities) Project
Address: Cairo University Headquarters (the campus), Giza, Egypt, P.O.box12631
Telephone and email: Tarak_abdelsalam@eng.asu.edu.eg,
(+202) 35738583 / 35716348
Procurement of Energy Auditors/Engineers in two Lots
Invitation to Bid: No. SCU_03 Lot #xxxx

Essential requirements for the LoG are:

The tender guarantee must remain valid for 90 days beyond the deadline for submission of tenders. Tender guarantees provided by tenders not selected shall be released not later than 30 days after the contract signing. The tender guarantee of the successful tenderer shall be released on the signing of the contract once the performance guarantee has been submitted.

The bidder must present a respective tender guarantee proof in the technical envelope of each lot which they participate in or a copy of payment via SCU POS

4.3. FINANCIAL OFFER FOR EACH LOT (Financial Envelop)

4.3.1. Currency of Bids and currency of Payment

The tenderer shall express the bids in EUROS. No price modification is foreseen after the tender submission. The payment shall in turn be made in Egyptian pound (EGP) according to the exchange rate at the time of disbursement.

The Financial offer must state the tenderer's global price in **EUROS** for providing the services according to its technical offer. No further breakdown is required. **Consequently, the financial offer should simply consist of a single sheet of paper titled “Annex V”: Financial Offer with the following:** Contract title: Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project.

The fees versus the tasks to be conducted for Lot #: to conduct the tasks of the Terms of Reference (ToR) shall be submitted in accordance with the following table:
Contract Ref: SCU_03

LOT #:

- q The grant total Net price without taxes for Lot #: of the tender submitted by <tenderer name> in response to the above tender procedure is **<amount EURO>**. And the grant total with taxes for the same lot is <amount EURO>.

University Name	Total Value (EUR)
Task #1	
Task #2	
Task #3	
Task #4	
Sub-Total (net value without any taxes)	
Taxes	
Grand Subtotal (including taxes)	
Task #5 (Without any taxes)	
Task #6 (Without any taxes)	
Taxes for tasks #5 and #6	
Grand Subtotal for tasks #5 and #6 (including taxes)	
Grant Total without any taxes	
Grant Total with taxes	

All fees mentioned above shall cover all the tasks offered and include the expenses related to travel, accommodation, and any other expenses related.

All taxes and duties related to the cost of this tender will be covered by SCU as own contribution. The value added taxes will be calculated as 10% of the total EGP disbursements.

The same person who signed the corresponding service tender submission form must sign this document.

4.3.2. Variant Solutions

Any variant solutions will not be considered.

4.3.3. Period During Which Tenders Are Binding

The validity period shall be 90 days. During this period, the tenderer shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price.

The replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The tenderer shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

The Contracting Authority will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Contracting Authority may request, in writing, all tenderers who submitted Proposals prior to the submission deadline to extend the Proposals' validity period for a specific number of days, which may not exceed 40 days.

If the tenderer agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

The tenderer has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.,

The successful tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been selected for the contract.

4.3.4. Request for Clarification

Bidders who request clarification in any aspect of this tender dossier (commercial, technical, or procedural matters) are asked to communicate via email with the respective contact person in written form to:

Procurement team :

Prof. Tarek Saad Abdel-Salam | email: tarak_abdelsalam@eng.asu.edu.eg

Mr. Aly Hany | email: Alyhany14@hotmail.com

up to 18 days before the deadline for submission of tenders, specifying the **publication reference** and the **contract title**. Any clarification of the tender dossier will be discussed during the clarifications meeting and then published to the project's website 14 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

- Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority during the tender period may be excluded from the tender procedure.

4.4. MAXIMUM NUMBER OF LOTS FOR PARTICIPATION

The two lots of this ToR are open for the bidders to participate in. The participation per each lot shall have the human resources (Key Experts and Specialized persons) dedicated to each lot and not participating in the other lot. Specifically, to the resources conducting the site visits and meetings with the universities of the lot applied for. However, the backstopping experts can participate in both lots in case the bidder submitted for the two lots. In this regard, each lot key experts and specialized persons shall be evaluated and in case of the replicability of one expert in the two lots, this will make the technical offer not accepted. SUBMISSION OF TENDERS

Tenders must be submitted in **English** such that they are **received** before 12:00 noon on Date: 06/11/2024

They must include the Tender submission form of each lot of this tender dossier and be sent to the following address:

Supreme Council of Universities Building - Cairo University - University Campus
, Giza, Egypt

Tenders must be submitted using the double envelope system **for each lot the tenderer selects to participate in**, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical offer**" and the other "**Envelope B - Financial offer**". **All parts of the tender other than the financial offer must be submitted in the technical offer for each lot (Envelope A) (one original hard copy, clearly marked "Original", and 3 electronic PDF technical copies on 3 different flash memories, each marked "Copy").**

The Financial envelope (B) must only contain one original hard copy, clearly marked "Original", and 3 electronic PDF financial copies on 3 different flash memories, each marked "Copy".

Any infringement of these rules (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 tender.

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above.
- b) the reference code of the tender procedure to which the tenderer is responding
- c) The numbers of the lots tendered for;
- d) the words "Not to be opened before the tender-opening session".
- e) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

NOTE:

In case of receiving a tender after the submission deadline decided by the opening committee;

tenderers have no right to have their tenders returned back to them. And be retained by the contracting authority except if a LoG or a receipt of payment is enclosed, the tenderer representative shall be given the right to open the technical offer and take the LoG or the receipt and then seal the envelope again.

In all cases, such late tenderers will take a sequential number 1/X-delayed offer

4.5. ALTERATION OR WITHDRAWAL OF TENDERS

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

4.6. COSTS FOR PREPARING TENDERS

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. If proposed experts were interviewed, all cost shall be borne by the tenderer.

4.7. OWNERSHIP OF TENDERS

The Contracting Authority retains ownership in all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

4.8. Preliminary Examination of Applications/Offers

The preliminary examination is to verify if the Applicants/Bidders are eligible and if the Applications/Offers received are substantially complete as required by the Tender Documents before proceeding to the detailed evaluation. Applications/Offers from non-eligible Applicants/Bidders or that are not substantially complete shall be rejected.

Applications/Offers shall not be rejected for minor technical or administrative nonconformities.

Please refer to Part II - CHECKLIST FOR TENDER OPENING
ADMINISTRATIVE COMPLIANCE GRID.

4.9. EVALUATION OF TENDERS

Two-envelope submission is required, if the Bidder's technical offer is evaluated on a point-system. In such case, the technical offer is opened and evaluated first while the financial offer remains unopened which allows for an unbiased evaluation of the technical offer. Upon finalisation of the technical evaluation the financial offers of those Bidders who fulfilled the technical requirements indicated in the Tender Documents will be opened and evaluated further.

In order for a bidder to go forward for the financial evaluation using the point system), a minimum score of 75% is required.

The financial offers of the bidders who did not fulfil the technical requirements remain unopened and shall be sent back to the Bidders or, if agreed upon, deleted in compliance with legal data protection requirements.

4.9.1. Evaluation of Technical Offers

The quality of each technical offer for each lot will be evaluated in accordance with the award criteria and the associated weighting as detailed in the following evaluation grid. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference:

Individual Technical Evaluation Sheet

The following is the technical evaluation sheet to be used by each evaluator for each Lot. In order for a bidder to go forward for the financial evaluation using the point system), a minimum score of 75% is required.

#	Evaluation Item	Max. Score in %	Evaluator # Score
1	Previous Experience of the Firm/ Consortium relevant to the ToR	20%	
1.1	Previous experience of the firm / consortium in similar tasks required for each measure	20%	
2	Organisation & Methodology and Organization Structure relevant to the ToR	30%	
2.1	Strategy and methodology	10%	
2.2	Timetable of activities/Tasks	10%	
2.3	Logframe	10%	
3	CVs, Experience, Backstopping relevant to the ToR	50%	
3.1	Team Leader	17%	
3.2	PV Expert	13%	
3.3	Lighting Expert	7%	
3.4	AC Expert	7%	
3.5	Backstopping Team and Auditors (A List of Names, Duties and Experience only)	6%	
	TOTAL	100%	

➤ Interviews

The Evaluation Committee does **not** expect to conduct any interviews.

4.9.2. Evaluation of Financial Offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for each lot of the tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 75 points or more).

Any arithmetical errors are corrected without prejudice to the tenderer such that, where there is a discrepancy between the summation of the tasks and the total amount stated, the summation of the tasks shall prevail, unless in the opinion of the Evaluation Committee there is an obvious error in the task rated depending on the number of man days, in which event the total amount as quoted shall prevail.

4.9.3. Selection of Successful Tenderer

The final evaluation shall be based on 70% weight for the technical offer and 30% for the financial offer for each lot. The equation used for the Final Score for the tenderer for this Particular Lot shall be:

Final Score = Technical Score x 0.7 + (Lowest Financial Offer (among all tenders)/ Tenderer Financial Offer) x 30

After finalizing the evaluation and before the award, the maximum budget will be revealed by opening the budget envelope for the Tender. The total amount for the two lots (without taxes and duties) should be less than the maximum budget. **Otherwise, the SCU may decide to ask for KfW no-objection to accept contracting the contracts or go for the cheapest technically accepted offers.**

Confidentiality

The whole evaluation procedure, from the shortlist drawing up to the contract signature, is confidential. The Evaluation Committee's decisions are collective, and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may be communicated to either the tenderers or to any party other than the Contracting Authority.

4.9.4. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any potential conflict of interest and shall have no link with other tenderers or parties involved in the project.
- c) The SCU reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity, or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract.
- d) Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.
- e) Contractors found to have paid unusual commercial expenses on projects funded by the SCU-KfW Funds are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving GoE funds.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the tenderer or contractor from other Community contracts and in penalties.

4.9.5. Cancellation of The Tender Procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;

- the economic or technical data of the project have been fundamentally altered.
- exceptional circumstances or force majeure render normal performance of the contract impossible.
- all technically compliant tenders exceed the maximum financial resources available (in a closed maximum budget envelope).
- there have been irregularities in the procedure, where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even if the Contracting Authority has been advised of the possibility of damages.

4.9.6. Documentary evidence required from the successful tenderer

The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof required under the law of the country in which the company (or each of the companies in case of a consortium) is established.

Each CV of the senior and junior experts must contain the following :

I, the undersigned, certify that to the best of my knowledge, belief and information, these data are complete and true and correctly describe me, my qualifications, and my experience.

I also hereby undertake to present the original documents for verification immediately upon demand by the concerned authorities of the SCU.

These statements must be signed by both, the expert and the bidder's representative.

If the successful tenderer fails to provide this documentary proof within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered invalid. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure. Furthermore, the bid guarantee will be collected by the Contracting Authority. Any difference in the financial offer between the cancelled offer and the selected one if any shall be fully covered by the previously successful tenderer.

4.9.7. Signature of Contract(S)

Within 15 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other candidates will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.

PART I - B

B. DRAFT CONTRACT AGREEMENT, SPECIAL CONDITIONS AND ANNEXES (I TO V)

- I. GENERAL CONDITIONS
- II. TERMS OF REFERENCE
- III. ORGANISATION AND METHODOLOGY (GUIDELINES AND TEMPLATE)
- IV. SENIOR AND JUNIOR EXPERTS

**DRAFT CONTRACT AGREEMENT, SPECIAL CONDITIONS FOR
EACH LOT**

DRAFT SERVICE CONTRACT FOR EACH LOT OF SCU PROJECT

The Supreme Council of Universities ("the Contracting Authority"),

of the one part,

and

<Name of the Consultant> (acronym) ("the Consultant")

of the other part,

have agreed as follows:

Contract Special Conditions SCU_03Lot # xx

Article 1 - Subject

The subject of this Contract is study on Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project with identification number SCU_03 Lot # xx ("the services").

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** these special conditions ("Special Conditions") and the following annexes:

- Annex I: General Conditions
- Annex II: Terms of reference
- Annex III: Organization and methodology (guidelines and template)
- Annex IV: Senior and Junior Experts List
- Annex V: Tender Documents
- Annex VI: Technical and financial proposals of the Contractor

Article 3 - Contract Value for Lot #xx

This contract, established in Euros and paid in Egyptian pounds. the exchange rate will be the exchange rate published by the Central Bank of Egypt (CBE) on the day of disbursement. The Contract is a **global price contract**. The contract value is <amount> without taxes and.<amount> with Taxes

Details of the accepted financial offer is:

University Name	Total Value (EURO)
Task #1	
Task #2	
Task #3	
Task #4	
Sub-Total (net value without any taxes)	
Taxes	
Grand Subtotal (including taxes)	
Task #5 (Without any taxes)	
Task #6 (Without any taxes)	
Taxes for tasks #5 and #6	
Grand Subtotal for tasks #5 and #6 (including taxes)	
Grant Total without ant any taxes	
Grant Total with taxes	

The vat taxes will be calculated

Commencement date

The date for commencing performance shall be within 15 days of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.

Article 4 - Period of execution

The contract execution period is based on the expected duration required for each task and the intermediate time for reviewing and accepting the reports by SCU and the universities.

Article 5 - Reporting

The Consultant shall submit technical reports as specified in the Terms of reference.

Article 6 - Payments and bank account

7.1 Payment will be made in EGP into the following bank account:

Account number: <account number>

Name of holder: <account name>

Address of bank: <address>

7.2 The payments will be as follows:

Payments The payments will be as follows:

The payment shall in turn be made in Egyptian pound (EGP) according to the exchange rate at the time of disbursement

EURO

10% Advance payment in exchange of an unconditional letter of guarantee <amount>

50% upon completion of Task #4. <amount>

40% of payment shall be made by the completion of all tasks with its associated deliverables and the approval for the task completion by PIU. <amount>

Upon successful contract completion, the letter of guaranty will be returned to the consultant.

All taxes and duties related to the cost of this tender will be covered by SCU as own contribution. The value added taxes will be calculated as 10% of the total EGP disbursements

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Consultant on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the following addresses:

For the Contracting Authority:

Name:		("the Project Manager")
Address:		
Telephone:		
Fax:		
e-mail:		

For the Consultant:

Name:	
Address:	
Telephone:	
Fax:	
e-mail:	

Article 7 - Applicable Law and Settlement of Disputes

The final instance for the settlement of disputes for procurement shall follow arbitration rules of the Cairo Regional Centre for International Commercial Arbitration ("CRCICA") seated in Cairo, The Arab Republic of Egypt.

Article 8 - Other specific conditions applying to the contract showing deviations from the General Conditions

The following shall supplement the General Conditions:

Article 9: Performance Guarantee

9.4 The performance guarantee shall be denominated in Egyptian pound (EGP) and equivalent to 5% of the amount of the contract price. Since the contract is expressed in Euros and paid in EGP, therefore the exchange rate for the performance guarantee will be calculated according to the Exchange rate published by the Central Bank of Egypt (CBE) at the day of the contract signature date by both parties.

No payments shall be made in favour of the Consultant prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

Article 22 Delays in performance

22.1 If the Consultant does not perform the services within the period of execution specified in the contract, the SCU shall send a formal notice regarding the delay at least one week before the end of the period of execution and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.

22.2 The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.

22.3 If these liquidated damages exceed more than 10% of the contract value, the SCU may, after giving notice to the Consultant:

- a) terminate the contract; and
- b) complete the services at the Consultant's own expense.

Done in English in four originals, three originals being for the Contracting Authority ,central bank of Egypt and KfW, and the fourth original being for the Consultant.

For the Consultant

For the Contracting Authority

Name:

Name:

Function:

Function:

Signature:

Signature:

Date:

Date:

ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS FINANCED BY KfW AND THE SCU

This part of the document has been prepared in both English and Arabic. In case of any discrepancy between the two languages, the English version shall prevail.

**GENERAL CONDITIONS FOR SERVICE
CONTRACTS FINANCED BY SCU**

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<p>Article 1 Definitions</p> <p>1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be, taken into consideration in the interpretation of the Contract.</p> <p>1.2 The following definitions apply to the contract.</p> <p>Administrative order: any writing instruction or order issued by the Project Manager to the Consultant regarding the performance of the services.</p> <p>Budget breakdown: in a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.</p>	<p>البند 1- تعريفات</p> <p>1-1 لا تعتبر عناوين البنود جزءاً من العقد ولا تؤخذ في الاعتبار عند ترجمة العقد.</p> <p>2-1 تنطبق التعريفات التالية على هذا العقد</p> <p>أمر إداري: أي تعليمات أو أوامر مكتوبة صادرة عن مدير المشروع إلى الاستشاري بشأن تنفيذ الخدمة.</p> <p>تجاوز الموازنة: في حالة العقود مقابل الأتعاب، تعني المرحلة التي يتجاوز فيها الأمر قيمة العقد ويجب أن تشمل معدلات الأتعاب والنص الذي يتضمن المصروفات الطارئة.</p>

Cash flow forecast: The Consultant's estimate of the cash flows arising directly from the execution of the contract.

Consultant: the party which will perform the services.

Contract: the signed agreement entered into force by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

Contracting Authority: Supreme Council of Universities (SCU).

Contract value: the sum stated in the contract representing the maximum or total amount payable for the provision of the services.

Day: calendar day.

Fee-based contract: a contract under which the services are provided on the bases of fixed fee rates.

General damages: the sum, not stated previously in the contract, which is awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

GOE: Government of Egypt (GOE).

Global price contract: a contract under which the services are performed for an all-inclusive fixed price.

Liquidated damages: the compensation stated in the contract as being payable by

التنبؤ بالتدفقات النقدية: هي تقديرات الاستشاري للتدفقات النقدية الناجمة مباشرة نتيجة تنفيذ العقد.

الاستشاري: هو الطرف الذي يقوم بتنفيذ الخدمة.

العقد: والاتفاقية الموقعة بين الطرفين بغرض تنفيذ هذه الخدمة بكل ما تشمله من ملحقات ومستندات منصوص عليها في العقد.

الجهة المتعاقدة: (المجلس الأعلى للجامعات).

قيمة العقد: هي قيمة المبلغ المذكور بالعقد والذي يمثل الحد الأقصى أو إجمالي المبلغ الواجب صرفه بشأن تنفيذ الخدمة.

اليوم: يوم من أيام السنة الميلادية.

عقد محدد الأتعاب: هو ذلك العقد الذي تقدم من خلاله الخدمة مقابل معدلات أتعاب ثابتة.

التعويضات العامة: هو المبلغ الذي يتم تحديده من قبل المحكمة أو لجنة التحكيم أو المتفق عليه بين الأطراف ولم يكن مذكورا آنفا بالعقد كتعويض

مستحق الدفع بالنسبة للطرف المتضرر من إخلال الطرف الآخر ببند العقد.

GOE: الحكومة المصرية.

عقد بسعر إجمالي: هو ذلك العقد الذي يتم من خلاله تنفيذ الخدمة بسعر ثابت يشمل تنفيذ جميع البنود.

التعويضات المقررة: هو مبلغ التعويض المذكور بالعقد والمستحق في حالة ما إذا أخل أحد

one contracting party to the other for failure to perform the contract or part thereof.

Month: Calendar month

National currency: LE. Egyptian Pound.

Project: the project in relation to which the services are to be provided under the contract.

Project Manager: the natural or legal person responsible for monitoring the implementation of the contract on behalf of SCU.

SERVICES: activities to be performed by the Consultant under the contract such as technical assistance, studies, training, and designs.

Terms of reference: the document drawn up by the SCU giving the definition of its requirements and/or the objectives in respect of the provisions of services, specifying, where relevant, the methods and resources to be used by the Consultant and/or the results to be achieved by it.

Time limits: those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

1.3 Where the context so permits words importing the singular shall be deemed to include the plural and vice-versa and words importing the masculine shall be deemed to include the feminine and vice versa.

الأطراف في تنفيذ التزاماته المنصوص عليها في العقد.

الشهر: هو شهر من السنة الميلادية.

العملة المحلية: هي تلك العملة المستخدمة في الدولة التابع لها الجهة المتعاقدة.

المشروع: هو المشروع الذي من خلاله تقديم الخدمات المنصوص عليها في العقد.

مدير المشروع: هو الشخصية الطبيعية أو القانونية المسؤولة عن متابعة وتنفيذ العقد لصالح المجلس الأعلى للجامعات

الخدمات: هي الممارسات التي يقدمه الاستشاري طبقاً للعقد مثل المساعدات الفنية، والدراسات، والتدريب والتصميمات.

الشروط المرجعية: هي الوثيقة أو المستند الموضوع بواسطة المجلس الأعلى للجامعات والذي يتضمن تعريف بكل المتطلبات و /أو الأهداف المتعلقة بتقديم الخدمة من حيث توصيفها والأساليب والموارد اللازمة لتنفيذ الخدمة والتي تكون تحت تصرف الاستشاري للقيام بواجبة وكذلك النتائج المتوقعة.

الحدود الزمنية: هي المدد المحددة بالعقد وتبدأ من اليوم التالي لليوم الذي يعتبر بداية هذه المدة. وفي حاله كون اليوم الأخير من المدة عطلة فان المدة تنتهي بنهاية أول يوم عمل بعد آخر يوم في المدة.

3-1 قد يتضمن سياق العقد بعض الكلمات التي تحمل معني المفرد فهي تشير كذلك إلى الجمع والعكس صحيح وكذلك الكلمات التي تحمل معني التذكير فهي تسري على التأنيث والعكس صحيح.

<p>1.4 Words importing persons or parties shall include firms and companies and any organization having legal capacity.</p>	<p>1-4 الكلمات التي تحمل معنى أشخاص أو أطراف يدرج تحتها الشركات والمؤسسات أو أي هيئة لها صلاحية قانونية</p>
<p>Article 2 Notices and written communications</p> <p>2.1 Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of its communication. In any event, the sender shall take all the necessary measures to ensure receipt of the communication.</p> <p>2.2 Any notice, consent, approval, certificate, or decision by any person required under the contract must be in writing, unless otherwise specified, and shall not be unreasonably withheld or delayed.</p>	<p>البند 2- الإخطارات والمكاتبات</p> <p>1-2 في حالة تحديد مدة زمنية لاستلام مكاتبات مكتوبة فيجب على راسلها الحصول على ما يفيد استلامها. وفي جميع الأحيان يجب على المرسل اتخاذ كافة الإجراءات اللازمة للتأكد من استلام المكاتبات التي قام بإرسالها.</p> <p>2-2 يجب أن تكون كافة المستندات المطلوبة في العقد سواء كانت إخطار أو موافقة أو إقرار أو شهادة أو قرار مقدم من أي شخص مكتوبة إلا إذا تم تحديد غير ذلك و لا يجب تأخيرها أو تعطيلها بدون إبداء أسباب واضحة.</p>
<p>Article 3 Assignment</p> <p>3.1 An assignment is a written agreement by which the Consultant transfers its contract or part thereof to a third party.</p> <p>3.2 The Consultant shall not, without the prior written consent of SCU, assign the contract or any part thereof, or any benefit or interest there under.</p> <p>3.3 The approval of an assignment by the SCU shall not relieve the Consultant of its obligations for the part of the contract already performed or the part not assigned.</p> <p>3.4 Assignees must satisfy the eligibility criteria applicable to the award of the contract.</p>	<p>البند 3- التنازل</p> <p>1-3 التنازل هو اتفاقية مكتوبة يقوم بموجبها الاستشاري بتحويل العقد أو جزء منه إلى طرف ثالث.</p> <p>2-3 لا يستطيع الاستشاري التنازل عن كل أو جزء من أو أي منفعة أو فائدة متعلقة بهذا العقد إلا بعد الحصول على موافقة المجلس الأعلى للجامعات.</p> <p>3-3 لا تعفى موافقة المجلس الأعلى للجامعات على التنازل الاستشاري من أن يكون موضع مساءلة عن الجزء من العقد الذي قام بتنفيذه بالفعل أو الجزء الذي تنازل عنه لطرف آخر.</p> <p>4-3 يجب أن يخضع الأطراف الذين تم التنازل إليهم عن جزء من العقد لمعايير الأهلية التي تسمح بمنحهم العقد</p>
<p>Article 4 Sub-contracting</p>	<p>البند 4- التعاقد من الباطن</p>

4.1 A written agreement by which the Consultant entrusts performance of a part of the services to a third party is a sub-contract.

4.2 The Consultant must seek the prior written authorization of the SCU before entering a sub-contract. This authorization will be based on the services to be subcontracted and the identity of the intended subcontractor. SCU shall, within 30 days of receipt of the notification, notify the Consultant of its decision, stating reasons, should it withhold such authorization.

4.3 No sub-contract can create contractual relations between any sub-contractor and SCU.

4.4 The Consultant shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Consultant, its experts, agents or employees. The approval by the SCU of the sub-contracting of any part of the contract or of the engagement by the Consultant of subcontractors to perform any part of the services shall not relieve the Consultant of any of its obligations under the contract.

4.5 If a sub-contractor is found by the SCU or the Project Manager to be incompetent in discharging its duties, SCU or the Project Manager may request the Consultant forthwith, either to provide a sub-contractor with qualifications and experience acceptable to SCU as a replacement, or to resume the performance of the services itself.

4-1 هي اتفاقية مكتوبة يقوم بموجبها الاستشاري بتوكيل تنفيذ جزء من الخدمة إلى طرف ثالث والذي يعتبر مقاول من الباطن.

4-2 يجب على الاستشاري الحصول على موافقة مسبقة من المجلس الأعلى للجامعات قبل قيامه بالتعاقد من الباطن وتعتمد الموافقة على نوع الخدمة التي سيتم منحها إلى المقاول من الباطن وكذلك تعتمد على هوية المقاول الذي سيتم التعاقد معه من الباطن. يقوم المجلس الأعلى للجامعات خلال 30 يوما من استلامها طلب الموافقة بالرد على الاستشاري وإبلاغه بقرارها مع ذكر الأسباب.

4-3 لا يجوز بناء على التعاقد من الباطن أن تكون هناك علاقة تعاقدية بين المقاول من الباطن، والمجلس الأعلى للجامعات.

4-4 يتحمل الاستشاري أي أفعال أو أخطاء أو إهمال يتسبب فيه المقاول من الباطن، أو خبراءه، أو وكلاءه، أو موظفيه التابعين له. وينظر إليها على أنها أفعال وأخطاء وإهمال من جانب الاستشاري أو أي من خبراءه أو وكلاءه أو موظفيه التابعين له. ولا تعني موافقة المجلس الأعلى للجامعات على إعطاء أي جزء من العقد إلى مقاول من الباطن أو التعاقد من الباطن على تنفيذ جزء من الخدمة إعفاه من إيه التزامات منصوص عليها في العقد.

4-5 في حالة إذا ما رأت المجلس الأعلى للجامعات أو مدير المشروع عدم كفاءة المقاول من الباطن في تنفيذ الجزء المطلوب منه فإنه يحق للجامعة أو مدير المشروع طلب تغيير المقاول من الباطن من الاستشاري وقد يصل الأمر إلى إنهاء تنفيذ الخدمة ذاتها.

4-6 يجب أن يتمتع المقاول من الباطن بمعايير الأهلية التي تطبق عند منح هذا النوع من العقود.

<p>4.6 Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract.</p>	
<p>Article 5 Eligibility Criteria</p> <p>5.1 Contracts financed by GOE are open on equal terms to all natural and legal persons throughout the world. This nationality rule also applies to the experts proposed by service providers taking part in tender procedures for service contracts and to all supplies and equipment purchased under a supply contract. The same applies to supplies and equipment purchased by a contractor for works or service contracts if the supplies and equipment are destined to become the property of the SCU once the contract is completed.</p>	<p>البند 5- معيار الأهلية</p> <p>1-5 تتساوي شروط منح العقود الممولة من الحكومة المصرية إلى الأشخاص الطبيعيين والقانونيين على حد سواء من كافة أنحاء العالم ويطبق مبدأ الجنسية هذا أيضا على الخبراء المرشحين من قبل مقدمي الخدمات والذين يتم الاستعانة بهم في إجراءات المناقصات الخاصة بعقود الخدمات ، وعلى كافة الموردين والمعدات التي يتم شراؤها من خلال عقود التوريد كما ينطبق أيضا على التوريدات والمعدات التي يقوم المقاول بشرائها من خلال عقود الخدمات والأعمال وبمجرد الانتهاء من استخدام التوريدات والمعدات في الغرض المشتراة من أجله تنتقل ملكيتها إلى المجلس الأعلى للجامعات .</p>
<p>Article 6 Domestic Preference</p> <p>6.1 For service contracts, at least one service provider from Egypt should be included in the shortlist of any tenders unless no qualified service providers are available in SCU database. 10 points out of 100 shall be allocated in the technical evaluation to the participation of Egyptian nationals within the proposed team. However, SCU does not accept as a condition for participation the requirement of mandatory association with national service providers.</p>	<p>البند 6- تفضيل العنصر المحلي</p> <p>6-1 يجب أن تتضمن القائمة المختصرة المقدمة في حالة عقود الخدمات على مقدم خدمة واحد من مصر إلا إذا لم تتوافر فيه المواصفات المحددة في العقد. ويتم منح عشر نقاط من مائة في التقييم الفني عند تقديم مواطنين مصريين، ولكن لا يضع المجلس الأعلى للجامعات هذا كشرط إجباري لمشاركة مقدمي خدمة مصريين.</p>
<p>Article 7 Language</p> <p>7.1 All tender documents, tender forms and documentations related to procurement using GOE funds shall be prepared in either English or Arabic.</p>	<p>البند 7- اللغة</p> <p>1-7 تعد كافة مستندات المناقصات ونماذج المناقصات وكافة المستندات اللازمة للحصول على العقد الممول من الحكومة المصرية أما باللغة الانجليزية أو اللغة العربية.</p>
<p>Article 8 Tender Guarantee</p> <p>8.1 The tender guarantee, for a fixed amount as indicated in the notice of</p>	<p>البند 8- تأمين ابتدائي</p>

<p>invitation to tenderer, must be provided according to the SCU essential requirements set out therein.</p> <p>8.2 The tender guarantee must remain valid for 90 days beyond the date of deadline for submission of tenders. Tender guarantees provided by tenderers who have not been selected shall be released not later than 30 days after the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract once the performance guarantee has been submitted.</p>	<p>1-8 يجب تقديم الضمان الخاص بالعطاء وبالمبلغ المحدد المنصوص عليه في الدعوة للمناقصة ويجب أن يقدم نقداً أو بشيك مقبول الدفع أو بخطاب ضمان بنكي غير مشروط.</p> <p>2-8 يجب أن يكون ضمان العطاء سارياً لمدة 90 يوماً بعد تاريخ المدة الزمنية الموضوع لتقديم العطاء أما بالنسبة لضمان العطاء المقدم من أصحاب العطاءات التي يتم قبولها يتم الإفراج عنها بحد أقصى 30 يوماً من تاريخ توقيع العقد ويتم إعطاء ما يفيد الإفراج عن ضمان العطاء لمقدم العطاء الذي تم اختياره بمجرد توقيع العقد وبمجرد تقديم تأمين تنفيذ الاعمال.</p>
<p>Article 9 Performance Guarantee</p> <p>9.1 The Consultant shall, within 10 calendar days of receipt of the notification of the award of contract, furnish the SCU with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 5% of the amount of the contract price, including any amounts stipulated in addenda to the contract.</p> <p>9.2 The performance guarantee shall be held against payment to the SCU for any loss resulting from the Consultant's failure to perform his contractual obligations fully and properly.</p> <p>9.3 The performance guarantee shall be irrevocable and unconditional and in the form of a bank guarantee, a banker's draft, a certified cheque, or cheque. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque, it shall be issued by an Egyptian bank or representative office in Cairo.</p> <p>9.4 The performance guarantee shall be denominated in the currency in which the</p>	<p>البند 9- تأمين تنفيذ الاعمال</p> <p>1-9 يقوم الاستشاري خلال 7 أيام من تسلمه الموافقة على منحة العقد بتقديم تأمين التنفيذ بالكامل إلى المجلس الأعلى للجامعات ويحدد مبلغ الضمان تحت بند الشروط الخاصة نسبة 5% من قيمة مبلغ العقد.</p> <p>2-9 يتم احتجاز مبلغ تأمين تنفيذ الأعمال مقابل المبالغ التي سيحصل عليها من المجلس الأعلى للجامعات وذلك لمواجهة أية خسارة قد تنجم عن فشل الاستشاري في أداء التزاماته المذكورة في العقد بصورة كاملة ولائقة.</p> <p>3-9 يقدم تأمين تنفيذ الاعمال في صورة خطاب ضمان بنكي أو شيك معتمد أو نقداً. إذا كان من المقرر تقديم تأمين تنفيذ الاعمال في شكل ضمان بنكي أو حوالة مصرفية أو شيك مصدق، فيجب أن يكون صادراً عن بنك مصري أو مكتب تمثيلي في القاهرة.</p> <p>4-9 يتم تقديم تأمين تنفيذ الاعمال بنفس العملة المستخدمة في سداد العقد ولن يتم منح الاستشاري إي مبالغ إلا قبل تنفيذ بند العقد</p>

contract is payable. No payments shall be made in favour of the Consultant prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

9.5 During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The SCU shall give formal notice to the Consultant to provide a new guarantee on the same terms as the previous one. Should the Consultant fail to provide a new guarantee, the SCU may terminate the contract. Before so doing, the SCU shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

9.6 The SCU shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Consultant's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the SCU and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the SCU shall notify the Consultant stating the nature of the default in respect of which the claim is to be made.

9.7 Except for such part as may be specified in the Special Conditions, the performance guarantee shall be released within 30 days of the issue of the final acceptance certificate

الخاص بتقديم تأمين تنفيذ الأعمال ويجب أن يكون هذا الضمان ساريا حتى الانتهاء من تنفيذ العقد بصورة سليمة وملائمة.

9-5 إذا ما اتضح عدم قدرة الشخصية الطبيعية أو القانونية عن القيام بالتزاماتها ، أثناء تنفيذ العقد، يسري بند تأمين تنفيذ الأعمال. وسيرسل المجلس الأعلى للجامعات إخطارا يفيد وجوب تقديم الاستشاري ضمان آخر بنفس شروط الضمان السابق وفي حالة عدم قدرة الاستشاري تقديم ضمان آخر فإنه يحق للمجلس الأعلى للجامعات إنهاء العقد، ولكن بعد إرسال الجامعة خطابا مسجلا بعلم الوصول والذي يحدد فيه مهلة زمنية جديدة لا تقل عن 15 يوما بدأ من تاريخ استلام الخطاب.

9-6 يحق للمجلس الأعلى للجامعات المطالبة بصرف مبالغ من الضمان بإجمالي ما يستحق دفعه من الضامن نتيجة لعدم قدرة الاستشاري الوفاء بالتزاماته المنصوص عليها بالعقد وذلك في ضوء شروط الضمان المذكورة بالعقد وكذلك حدود مبلغ العقد. ويقوم الضامن مباشرة وبدون أي تأخير بدفع تلك المبالغ بمجرد طلبها من قبل المجلس الأعلى للجامعات ولا يحق له توجيه أي اعتراض لأي سبب كان وعلى المجلس الأعلى للجامعات وقبل تقديم أي مطالبة من إخطار الاستشاري طبيعة سبب تقديم هذه المطالبة.

9-7 فيما لا يتعارض مع الشروط الخاصة يتم استعادة ضمان التنفيذ النهائي خلال 30 يوم من تاريخ صدور شهادة القبول النهائي.

OBLIGATIONS OF SCU

التزامات المجلس الأعلى للجامعات

<p>Article 10 Supply of information</p> <p>10.1 The SCU shall request from the BC to supply the Consultant promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to SCU or the BC at the end of the period of execution of the contract.</p> <p>10.2 The SCU shall as far as possibly cooperate with the Consultant to provide information that the latter may reasonably request in order to perform the contract.</p>	<p>البند 10 - تقديم المعلومات</p> <p>1-10 يقدم المجلس الأعلى للجامعات أي معلومات و/ أو مستندات تحت تصرفها والمرتبطة بتنفيذ العقد على أن يتم تسليم تلك المستندات مرة أخرى إلى المجلس الأعلى للجامعات في نهاية مدة تنفيذ العقد.</p> <p>2-10 يتعاون المجلس الأعلى للجامعات قدر استطاعتها مع الاستشاري في توفير المعلومات والتي قد يحتاجها الاستشاري لتساعده في تنفيذ العقد.</p>
<p>OBLIGATIONS OF THE CONSULTANT</p> <p>Article 11 General obligations</p> <p>11.1 The Consultant shall respect and abide by all laws and regulations in force in Egypt and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the SCU against any claims and proceedings arising from any infringement by the Consultant, its employees and their dependents of such laws and regulations.</p> <p>11.2 The Consultant shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice.</p> <p>11.3 The Consultant shall comply with administrative orders given by the Project Manager. Where the Consultant considers that the requirements of an administrative order go beyond the authority of the Project Manager or of the scope of the contract, it shall, on pain of being time barred, notify the Project Manager, explaining its opinion, within 30 days after receipt thereof.</p>	<p>التزامات الاستشاري</p> <p>البند 11 - التزامات عامة</p> <p>1-11 على الاستشاري احترام والالتزام بكافة القوانين واللوائح السارية في جمهورية مصر العربية وكذلك التأكد من أن كافة العاملين معه ومروؤسيه وموظفيه يحترمون ويلتزمون بالقانون واللوائح وفي حاله مخالفه تلك القوانين واللوائح السارية من قبل الاستشاري أو من يتبعه يجب على الاستشاري دفع التعويضات اللازمة للمجلس الأعلى للجامعات لأي مخالفة قد تنجم بسبب الأسباب السابق ذكرها.</p> <p>2-11 على الاستشاري تنفيذ الخدمة المنصوص عليها في العقد على أن يعطيها العناية والكفاية والاجتهاد اللازم طبقاً لأفضل الممارسات المهنية.</p> <p>3-11 على الاستشاري الالتزام بالأوامر الإدارية الموجهة إليه من مدير المشروع وفي حاله اعتراض الاستشاري على متطلبات الأمر الإداري حيث إنها لا تقع ضمن نطاق مسؤوليات مدير المشروع أو ضمن نطاق العقد، عندئذ يجب إخطار مدير المشروع بذلك مع توضيح أسباب الاعتراض وذلك خلال 30 يوماً من استلامه الأمر الإداري نتيجة لتقديم هذا الإخطار.</p>

Execution of the administrative order shall not be suspended because of this notice.

11.4 The Consultant shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the SCU or the Project Manager after consultation with SCU. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the SCU shall be final.

11.5 If the Consultant is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium.

11.6 Any alteration of the composition of the consortium without the prior written consent of the SCU shall be a breach of contract.

11-4 يحتفظ الاستشاري بكافة المستندات والمعلومات التي حصل عليها بناء على تنفيذه لهذا العقد واعتبارها خاصة وسرية ولن يحتفظ بها لأي سبب إلا إذا كان لعرضها لتوضيح إنجازاته بالنسبة للعقد. ولا يحق للاستشاري نشر أو الإفصاح عن أي تفاصيل خاصة بالعقد إلا بعد الحصول على موافقة كتابية من المجلس الأعلى للجامعات أو من مدير المشروع وذلك بعد التشاور مع الجهة المتعاقدة وفي حالة نشوب منازعة تتطلب النشر أو الإفصاح لغرض يخص العقد يكون للمجلس الأعلى للجامعات القرار النهائي.

11-5 في حالة كون الاستشاري مجموعة تتكون من اثنين أو أكثر ، يجب عليهم جميعا الالتزام بتنفيذ شروط العقد مجتمعين أو منفردين ويكون من سلطة الشخص الذي تم اختياره من بين المجموعة الاستشارية ليمثلهم بشأن هذا العقد أن يرأسهم.

11-6 إن أي تغيير في تكوين المجموعة الاستشارية دون موافقة كتابية مسبقة من المجلس الأعلى للجامعات يعد إخلالا بالعقد.

Article 12 Code of conduct

12.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the SCU in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of SCU, and from engaging in any activity which conflicts with its obligations towards the SCU under the contract. It shall not commit the SCU in any way whatsoever without its prior written consent, and shall,

البند 12 - قواعد السلوك

12-1 على الاستشاري القيام بواجبه في كل الأوقات بولاء وبنزاهة ويكون الناصح الأمين للمجلس الأعلى للجامعات وذلك طبقا للقوانين والقواعد السلوكية للمهنة إلى جانب التزامه بالسرية التامة وعلى الأخص: يمتنع عن الإدلاء بأي تصريحات عامة تخص المشروع أو الخدمة قبل الحصول على موافقة مسبقة من المجلس الأعلى للجامعات كما يجب أن يمتنع أيضا عن المشاركة في أي نشاط قد يتعارض مع التزاماته تجاه الجامعة فيما يخص العقد ، لا يعتبر هذا البند ملزما بأي حال من الأحوال للمجلس الأعلى

where appropriate, make this obligation clear to third parties.

12.2 For the period of execution of the contract, the Consultant and its personnel shall respect human rights and undertake not to offend the Egyptian political, cultural, and religious practices prevailing in the Arab Republic of Egypt.

12.3 If the Consultant or any of its sub-contractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person in relation to SCU any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with SCU, or for showing favour or disfavour to any person in relation to the contract or any other contract with SCU, then the SCU may terminate the contract, without prejudice to any accrued rights of the Consultant under the contract.

12.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment, or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

12.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of SCU.

12.6 The Consultant and its staff shall maintain professional secrecy, for the

للجامعات إلا في حالة وجود موافقة كتابية كما يجب على الاستشاري توضيح ذلك الأمر لأي طرف ثالث.

12-2 على الاستشاري ومن يتبعه من الموظفين خلال فترة تنفيذ العقد احترام حقوق الإنسان والحرص على عدم انتقاد أو التصدي للممارسات السياسية أو الثقافية أو الدينية السائدة في جمهورية مصر العربية.

12-3 في حاله قيام الاستشاري أو أي من مقاوليه من الباطن أو موظفيه التابعين له أو وكلاءه أو معاونيه بعرض أي إعطاء أو الاتفاق على منح أو إعطاء أي شخص له علاقة بالمجلس الأعلى للجامعات رشوة أو هدية أو منحة أو عمولة كنوع من التحريض أو المكافأة له نظير قيامة أو تكليفه بتنفيذ أي فعل له علاقة بالعقد أو عقد آخر خاص بالجهة المتعاقدة أو كنوع من المجاملة لأي شخص له علاقة بالعقد أو أي عقد آخر يخص المجلس الأعلى للجامعات، يحق للمجلس الأعلى للجامعات هنا إنهاء العقد دون مراعاة لأي حقوق مستحقة للاستشاري متعلقة بهذا العقد.

12-4 إن المبالغ التي يحصل عليها الاستشاري بموجب هذا العقد هو الدخل أو المنفعة الوحيدة الواجب الحصول عليها نتيجة لحصوله على هذا العقد ، ولا يحق له أو احد مرؤوسيه قبول أي عمولة أو تخفيضات أو علاوة أو أي مصروفات غير مباشرة أو أي شكل آخر يكون له علاقة بالتزاماته تجاه تنفيذ العقد.

12-5 لا يحق للاستشاري الانتفاع سواء بشكل مباشر أو غير مباشر بأي امتياز أو منحة أو عمولة فيما يتعلق بأي جزء من العقد تم اختراعه أو تصميمه أو إدخال طريقة جديدة عليه ليتم استخدامه في أغراض العقد أو المشروع دون موافقة كتابية مسبقة من المجلس الأعلى للجامعات.

12-6 على الاستشاري والعاملين معه مراعاة السرية المهنية خلال فترة تنفيذ العقد وبعد

duration of the contract and after completion thereof. In this connection, except with the prior written consent of SCU, neither the Consultant nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them or make public any information as to the recommendations formulated during or as a result of the services.

Furthermore, they shall not make any use prejudicial to SCU, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.

12.7 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commission paid to a company which has every appearance of being a front company.

12.8 The Consultant shall supply to the SCU on request supporting evidence regarding the conditions in which the contract is being executed. The SCU may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

الانتهاء منه ، فلا يحق لهم الإفصاح لأي شخص أو جهة عن أي معلومات سرية تم صياغتها أو اكتشافها عن طريق الاستشاري والعاملين معه إلا بموجب موافقة مسبقة من الجهة المتعاقد. كما يجب عدم نشر أي معلومات عن توصيات أو نتائج قد توصلوا إليها أثناء تنفيذهم الخدمة. بالإضافة إلى عدم استطاعتهم استخدام أي معلومات مقدمة إليهم أو نتيجة للدراسات والاختبارات والأبحاث التي تم إجراؤها في سبيل تنفيذ العقد والتي قد تكون مضرّة بالنسبة للمجلس الأعلى للجامعات.

7-12 لا يسمح عند تنفيذ العقد بظهور أي مصروفات تجارية طارئة وفي حاله وجود مثل تلك المصروفات التجارية الطارئة يتم إنهاء العقد والمقصود هنا بالمصروفات التجارية الطارئة العمولات التي لم تذكر بالعقد أو نتيجة لعدم صحة إجراءات التعاقد أو تلك العمولات والمصروفات التي لم تدفع مقابل خدمة فعلية أو مشروعة كما يعني بها عمولات الضرائب أو العمولات المدفوعة إلى شخص لا تظهر هويته أو العمولة المدفوعة إلى شركة تستخدم كواجهة فقط.

8-12 على الاستشاري تقديم كافة المستندات المؤيدة لظروف تنفيذ العقد وذلك بناء على طلب المجلس الأعلى للجامعات ويحق للمجلس الأعلى للجامعات إجراء أي تدقيق أو تفتيش فعلي يراه ضروريا في سبيل اكتشاف أي أدلة تفيد في حالة ظهور مصروفات تجارية طارئة.

Article 13 Conflict of interest

13.1 The Consultant shall refrain from any relationship, which would compromise its independence or that of its personnel. If the

البند 13 - تضارب المصالح

1-13 على الاستشاري الامتناع عن إقامة أي علاقة قد تضر باستقلاليتة أو استقلالية العاملين

<p>Consultant fails to maintain such independence, the SCU may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate the contract forthwith, without giving any notification.</p> <p>13.2 The Consultant shall after the conclusion or termination of the contract limit its role in connection with the project to the provision of the services. Except with the written permission of SCU, the Consultant and any other Consultant, consultant, or supplier with whom the Consultant is associated or affiliated shall be disqualified from the execution of works, supplies or other services for the project in any capacity, including tendering for any part of the project</p> <p>13.3 The Consultant and anyone working under its authority or control in the performance of the contract or on any other activity, shall be excluded from access to GOE financing available under the same project.</p> <p>13.4 No two affiliated consultants or consultant firms shall be allowed to register in SCU data base, this also valid for consultants or firms having a single owner or director in common copy</p>	<p>معه وفي حاله فشل الاستشاري تحقيق هذه الاستقلالية يحق للمجلس الأعلى للجامعات إنهاء العقد بغض النظر عن تعويضات الأضرار الناجمة لهذا الموقف وبدون إعطاء إنذار مسبق.</p> <p>13-2 بمجرد إنهاء أو انتهاء العقد ينحصر دور الاستشاري فيما يتعلق بالمشروع في تقديم الخدمة فقط. يعتبر الاستشاري أو أي استشاري آخر أو المورد التابع للاستشاري غير مؤهل لتنفيذ الأعمال أو توريد أو تقديم أي نوع من الخدمة للمشروع بأي شكل كان وذلك يشمل تقديم العطاءات لأي جزء من المشروع إلا بعد الحصول على موافقة كتابية مسبقة من المجلس الأعلى للجامعات.</p> <p>13-3 لا يسمح للاستشاري أو أي من يعملون تحت إدارته أو سلطته بتنفيذ هذا العقد أو نشاط آخر بالحصول على التمويل المقدم من الحكومة المصرية المتاح وفقا لهذا العقد.</p> <p>13-4 لا يحق لأي مكتبين استشاريين أو أي شركتين تابعتين أن يتم تسجيلهما في قاعدة بيانات المجلس الأعلى للجامعات وذلك يسرى أيضا على المكاتب الاستشارية أو الشركات المملوكة لنفس المالك.</p>
<p>Article 14 Specifications and designs</p> <p>14.1 The Consultant shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the SCU and considering the latest design criteria.</p> <p>14.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are</p>	<p>البند 14 - المواصفات والتصميمات</p> <p>14-1 على الاستشاري إعداد كافة المواصفات والتصميمات مستخدما النظم المتعارف عليها والمعتمدة والمقررة من قبل المجلس الأعلى للجامعات مع الأخذ في الاعتبار تطبيق أحدث معايير التصميمات.</p> <p>14-2 على الاستشاري التأكد من إعداد المواصفات والتصميمات وكافة المستندات المتعلقة بتدبير السلع أو الخدمات للمشروع قد</p>

<p>prepared on an impartial basis so as to promote competitive tendering.</p>	<p>تمت بشكل غير متحيز ونزيه وذلك من اجل تحفيز العملية التنافسية للعطاءات.</p>
<p>Article 15 Indemnification</p> <p>15.1 At its own expense, the Consultant shall indemnify, protect and defend, SCU, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.</p> <p>15.2 At its own expense, the Consultant shall indemnify, protect and defend SCU, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations provided that:</p> <p>a) the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the SCU becomes aware of them.</p> <p>b) the ceiling on the Consultant's liability shall be limited to an amount equal to the contract value, and such ceiling shall not apply to actions, claims, losses, or damages caused by the Consultant's wilful misconduct.</p> <p>c) the Consultant's liability shall be limited to actions, claims, losses, or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.</p> <p>15.3 At its own expense, the Consultant shall, upon request of SCU, remedy any defect in the performance of the services in the event of</p>	<p>البند 15 – التعويضات</p> <p>15-1 على الاستشاري وعلى نفقته الخاصة تعويض وحماية والدفاع عن الجهة المتعاقدة ووكلائها وموظفيها ضد أي إجراءات أو دعاوي أو خسائر أو تعويضات ناجمة عن تصرفات الاستشاري وفشله في تقديم الخدمة وذلك يشمل انتهاك للنصوص القانونية أو حقوق الطرف الثالث فيما يخص براءات الاختراع والعلامات التجارية وغيرها من أشكال الملكية الفكرية مثل حقوق الطبع.</p> <p>15-2 على الاستشاري دفع تعويضات على نفقته الخاصة لحماية والدفاع عن المجلس الأعلى للجامعات ووكلائه وموظفيه ضد أي إجراءات أو دعاوي أو خسائر أو تعويضات ناجمة عن تصرفات الاستشاري وفشله في تنفيذ التزاماته شريطة أن:</p> <p>(أ) إخطار الاستشاري بتلك الإجراءات أو الدعاوي أو الخسائر أو التعويضات بمدة لا تقل عن 30 يوما من تاريخ معرفة المجلس الأعلى للجامعات بتلك الواقعة.</p> <p>(ب) ينحصر سقف التعويضات بمبلغ يساوي في قيمته قيمة العقد ولكن لا ينطبق هذا المبدأ في حالة ثبوت سوء نية الاستشاري وسوء تصرفه فيما يتلق بتلك الإجراءات والدعاوي والخسائر والتعويضات.</p> <p>(ج) تنحصر التزامات الاستشاري بالتعويضات في الإجراءات والدعاوي والخسائر والأضرار الناجمة مباشرة لفشله في الوفاء بالتزاماته المنصوص عليها بالعقد ولكن لا يسري هذا على الأضرار التي قد تنشأ نتيجة لعدم التنبؤ ببعض الأحداث الطارئة أو حدثت بشكل غير مباشر بسبب هذا الفشل.</p> <p>15-3 على الاستشاري دفع تعويضات على نفقته الخاصة بناء على طلب المجلس الأعلى للجامعات لعلاج أي عيوب في تنفيذ الخدمات</p>

<p>the Consultant's failure to perform its obligations under the contract.</p> <p>15.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:</p> <p>a) the SCU omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or</p> <p>b) the improper execution of the Consultant's instructions by agents, employees, or independent contractors of the SCU.</p> <p>15.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.</p>	<p>وذلك في حاله فشلة في الوفاء بالتزاماته المنصوص عليها بالعقد.</p> <p>15-4 لا تعتبر أي من الحالات التالية التزام على الاستشاري بدفع تعويض نتيجة حدوث إجراءات أو دعوي أو خسائر أو تلفيات الناجمة عن:</p> <p>أ) عدم تنفيذ أو تجاهل المجلس الأعلى للجامعات لتوصية أو قرار من قبل الاستشاري أو في حاله إجبار الاستشاري على تنفيذ قرار أو توصية لا يقبلها الاستشاري أو يبدي تحفظا شديدا بشأنها.</p> <p>ب) سوء تنفيذ توصيات الاستشاري من قبل الوكلاء والموظفين والمقاولين المستقلين التابعين للمجلس الأعلى للجامعات.</p> <p>15-5 يظل الاستشاري مسؤولا عن أي إخلال بالتزاماته طبقا للعقد لمدة وبعد تنفيذ الخدمة كما هو منصوص عليه بالقانون الحاكم لهذا العقد.</p>
<p>Article 16 Medical and insurance arrangements</p> <p>The SCU may request the Consultant and/or its personnel performing the services to undergo a medical examination by a qualified medical practitioner before leaving their usual place of residence and shall as soon as is practicable furnish the SCU with the medical report resulting there from.</p>	<p>البند 16 - الإجراءات الطبية والتأمينية</p> <p>قد يقوم المجلس الأعلى للجامعات بالتأكد من إجراء موظفي الاستشاري وخبرائه وعائلاتهم فحوصات طبية من أطباء مؤهلين قبل مغادرتهم محل وذلك لحمايتهم ضد أي أضرار أو خسائر قد تلحق بهم. على الاستشاري تقديم الدليل للمجلس الأعلى للجامعات على التزامه بهذه السياسة التأمينية.</p>
<p>Article 17 Proprietary rights in reports and documents</p> <p>17.1 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall be confidential and shall be the absolute property of SCU. The Consultant shall, upon completion of the</p>	<p>البند 17 - حقوق الملكية بالنسبة للتقارير والوثائق</p> <p>17-1 كافة التقارير والبيانات مثل الخرائط والرسوم البيانية والرسومات والمخططات والإحصائيات والحسابات والسجلات المؤيدة والأدلة التي تم الحصول عليها سواء تم إعدادها أو تبويبها بواسطة الاستشاري أثناء تنفيذ العقد تعتبر جميعها سرية وهي مملوكة بالكامل للمجلس</p>

<p>contract, deliver all such documents and data to SCU. The Consultant may retain copies of such documents and data but shall not use them for purposes unrelated to its contract without the prior written consent of SCU.</p> <p>17.2 The Consultant shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from SCU, without the prior written consent of SCU.</p>	<p>الأعلى للجامعات ويجب على الاستشاري بمجرد الانتهاء من تنفيذ العقد تسليم كافة هذه المستندات والبيانات إلى الجهة المتعاقدة وقد يسمح له بالاحتفاظ بصور تلك المستندات والبيانات، ولكن لا يمكنه استخدامها في أغراض غير تنفيذ العقد دون الحصول على موافقة كتابية مسبقة من الجهة المتعاقدة.</p> <p>17-2 لا يجب على الاستشاري نشر مقالات عن الخدمة التي نفذها أو الإشارة إليها عند تقديم خدمة أخرى لآخرين ولا يجب الإفصاح عن أي معلومات قد حصل عليها من المجلس الأعلى للجامعات دون الحصول على موافقة كتابية مسبقة من المجلس الأعلى للجامعات.</p>
<p>NATURE OF THE SERVICES</p> <p>Article 18 The scope of the services</p> <p>18.1 The scope of the services is specified in the Terms of reference.</p> <p>18.2 Where the contract is for .an advisory function for the benefit of the SCU and/or Project Manager in respect of all the technical aspects of the project which may arise out of its execution, the Consultant shall not have decision-making responsibility.</p>	<p>طبيعة الخدمة</p> <p>البند 18 - نطاق الخدمات</p> <p>18-1 نطاق الخدمات منصوص فيه الشروط المرجعية و العرض الفني الذي يعتبر جزء لا يتجزأ من العرض.</p> <p>18-2 إذا كان التعاقد خاص بالناحية الاستشارية فقط ولصالح المجلس الأعلى للجامعات و/ أو مدير المشروع الشركة المستفيدة فيما يتعلق بكافة المجالات التقنية للمشروع التي قد تظهر نتيجة لتنفيذ المشروع عندئذ لا يتحمل الاستشاري مسؤولية اتخاذ القرار.</p>
<p>Article 19 Provision of experts</p> <p>19.1 Where the contract is for the provision of experts for the execution of a project, the Consultant shall provide such experts in specific fields relating to the execution of the project, in the form of technical assistance in an advisory and/or managerial role. Such experts shall be under the direct authority of the Project Manager or BC Company.</p>	<p>البند 19 - توفير خبراء</p> <p>19-1 في حاله التعاقد من اجل توفير خبراء لتنفيذ المشروع على الاستشاري توفير هؤلاء الخبراء في مجالات محددة لها علاقة بتنفيذ العقد وذلك في صورة مساعدات فنية لها دور استشاري و/أو إداري وسيكون هذا الخبير تحت الإشراف المباشر لمدير المشروع.</p> <p>19-2 يجب تنفيذ الخدمة عن طريق الخبراء المحددين في العقد وخلال المدة المحددة به،</p>

<p>19.2 The services shall be carried out by the experts specified in the contract for the periods of time indicated therein. The Consultant may, with the prior approval of SCU, make minor adjustments to such periods as may be appropriate to ensure the efficient performance of the services, provided that such adjustments will not cause payments made under the contract to exceed the contract value.</p>	<p>ويستطيع الاستشاري إجراء بعض التعديلات الزمنية بعد الحصول على موافقة جهة التعاقد وذلك وفق ما يراه مناسباً ولصالح ضمان تنفيذ الخدمة بكفاءة مع الأخذ في الاعتبار أن تلك التعديلات في المدد المحددة لن تتسبب في سداد مدفوعات غير تلك المذكورة بالعقد.</p>
<p>Article 20 Personnel and equipment</p> <p>20.1 The personnel which the Consultant uses for the implementation of the contract shall be approved by SCU. The terms of reference shall specify the minimum level of training, qualifications, and experience of the Consultant's personnel and, where appropriate, the specialization required.</p> <p>20.2 References and/or curriculum vitae of experts other than the key experts identified in the contract to be employed under the contract shall be submitted to the SCU for approval.</p> <p>20.3 Staff approved by the SCU shall commence their duties on the date or within the period laid down in the terms of reference; otherwise, SCU may use this as a justifiable condition to terminate the contract. The Consultant shall:</p> <p>a) Forward to the Project Manager within 7 days of the signature of the contract by both parties, the timetable proposed for placement of the staff, specification of their duties and a list of the equipment it intends to use for the services.</p> <p>b) Inform the Project Manager of the date of arrival and departure of each member of staff.</p> <p>20.4 The Consultant shall adopt all measures necessary to provide and continue to provide its staff with the equipment required enabling them to carry</p>	<p>البند 20 - العاملين والمعدات</p> <p>20-1 يجب موافقة المجلس الأعلى للجامعات على استخدام الأفراد المعاونين للاستشاري في تنفيذ العقد ويحدد نطاق الصلاحية الحد الأدنى لمستوي التدريب الواجب الحصول عليه كما يحدد المؤهلات والخبرة الواجب توافرها في هؤلاء الأفراد بل انه في بعض الأحيان يتم تحديد التخصص المطلوب.</p> <p>20-2 يتم تقديم السير الذاتية للخبراء وهم مختلفون عن الخبراء الرئيسيين المذكورين بالعقد والذين يتم تعيينهم بناء على موافقة المجلس الأعلى للجامعات.</p> <p>20-3 يتسلم الأفراد والاستشاريون الذين وافق المجلس الأعلى للجامعات على تعيينهم عملهم في التاريخ المحدد أو خلال الفترة المحددة في نطاق الصلاحيات وفي حالة الإخلال بذلك عليهم بدء العمل في التاريخ المخاطر للاستشاري من قبل المجلس الأعلى للجامعات أو مدير المشروع.</p> <p>(أ) تقديم الجدول الزمني المتضمن مقترحات العاملين وتوصيف الوظائف المطلوب منهم أدائها وقائمة بالمعدات المتوقع استخدامها لتنفيذ الخدمات على أن يكون ذلك خلال 7 أيام من تاريخ توقيع الطرفان للعقد.</p> <p>(ب) إبلاغ مدير المشروع بمواعيد وصول ومغادرة كل فرد من العاملين.</p> <p>20-4 على الاستشاري إتباع كافة التدابير اللازمة والضرورية لتوفير المعدات اللازمة للعاملين وذلك لتمكينهم من أداء المهام المحددة المطلوبة في ظل ظروف مهياة لأدائهم العمل بكفاءة.</p>

<p>out their specified duties under conditions which are most conducive to efficiency.</p>	
<p>Article 21 Replacement of personnel</p> <p>21.1 The Consultant shall not make changes in the personnel without the prior written approval of SCU. The Consultant must on its own initiative propose a replacement in the following cases: a) In the event of death, in the event of illness, or in the event of accident of member of staff. b) If it becomes necessary to replace a member of staff for any other reasons beyond the Consultant's control (e.g. resignation, etc.).</p> <p>21.2 Moreover, in the course of performance, and on the basis of a written and justified request, the SCU can ask for a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract.</p> <p>21.3 Where a member of staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the member of staff who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the SCU may either decide to terminate the contract, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.</p> <p>21.4 Additional costs incurred by the replacement of staff are the responsibility of the Consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the SCU may ask the Consultant</p>	<p>البند 21 - استبدال العاملين</p> <p>21-1 لا يحق للاستشاري إجراء أي تغيير في العاملين لدية إلا بعد الحصول على موافقة كتابية مسبقة من جهة لتعاقد وعلى الاستشاري المبادرة باقتراح استبدال العاملين وذلك في الحالات التالية: أ) في حالة الوفاة أو المرض أو الإصابة في الحوادث لأحد العاملين. ب) إذا لزم الأمر استبدال أحد الأفراد العاملين لأي أسباب أخرى بعيدة عن سلطة الاستشاري مثل: (الاستقالة الخ)</p> <p>21-2 في سبيل تحقيق الأداء الجيد ، يحق للمجلس الأعلى للجامعات استبدال احد العاملين بموجب موافقة كتابية معتمدة إذا ما رأى أن احد العاملين غير كفاء ولا يؤدي المهام المنصوص عليها بالعقد</p> <p>21-3 في حالة الاحتياج إلى عملية الاستبدال، يجب أن تتم عملية الاستبدال بنفس مؤهلات وخبرة الموظف السابق كحد أدنى كما يجب ألا تتخطى أتعاب الموظف الذي تم تعيينه المبلغ المدفوع إلى الشخص الذي يتم استبداله وفي حالة عدم قدرة الاستشاري توفير بديل بنفس المؤهلات والخبرة يحق للمجلس الأعلى للجامعات إنهاء العقد إذا تبين له انه قد يعرض مستوي الأداء المرجو للخطر وفي حالة ثبوت عدم وجود خطورة يتم قبول عملية الاستبدال والتفاوض على أتعاب الأخير وذلك ليعكس مستوى الأتعاب الملائم.</p> <p>21-4 قد يترتب على عملية الاستبدال تكلفة إضافية وهي مسئولية الاستشاري حيث ان عملية الاستبدال للخبير لا تتم فوراً ولكنها تستغرق بعض الوقت حتى يتولى الخبير الجديد مهام وظيفته وقد تطلب المجلس الأعلى للجامعات من الاستشاري تعيين خبير مؤقت للمشروع حتى يصل الخبير الجديد او قد يطلب منه اتخاذ</p>

<p>to assign to the project a temporary expert pending the arrival of the new expert, or to take other measures to compensate for the temporary absence of the missing expert. Whatever the case may be, the SCU makes no payment for the period of the expert's or his/her replacement's absence.</p>	<p>الإجراءات اللازمة لتعويض الغياب المؤقت للخبير وفي جميع الأحوال فإن المجلس الأعلى للجامعات لن تتحمل سداد أي مصروفات نظير استبدال الخبير.</p>
<p>PERFORMANCE OF THE CONTRACT</p> <p>Article 22 Delays in performance</p> <p>22.1 If the Consultant does not perform the services within the period of execution specified in the contract, the SCU shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.</p> <p>22.2 The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.</p> <p>22.3 If these liquidated damages exceed more than 25% of the contract value, the SCU may, after giving notice to the Consultant:</p> <p>a) terminate the contract; and b) complete the services at the Consultant's own expense.</p>	<p>تنفيذ العقد</p> <p>البند 22 - التأخر في التنفيذ</p> <p>22-1 إذا لم ينفذ الاستشاري الخدمات خلال فترة التنفيذ المحددة بالعقد يحق للمجلس الأعلى للجامعات ودون إخطار رسمي وبغض النظر عن التعويضات المذكورة في العقد أن يتم تعويضها عن الأضرار الناجمة عن التأخر لكل يوم أو جزء منه على أن تحسب الفترة من الفترة التالية لمدة انتهاء التنفيذ المحددة بالعقد والمدة الفعلية التي تم خلالها التنفيذ.</p> <p>22-2 يحتسب المعدل اليومي للأضرار عن طريق تقسيم قيمة مبلغ العقد على عدد أيام فترة تنفيذ العقد.</p> <p>22-3 إذا تعدت الأضرار 25 % من قيمة مبلغ العقد يحق للمجلس الأعلى للجامعات وبعد إخطار الاستشاري: أ) إنهاء العقد. ب) استكمال أداء الخدمة على نفقة الاستشاري الشخصية.</p>
<p>Article 23 Suspension</p> <p>23.1 The SCU is entitled to suspend the performance of the services or any part thereof for such time and in such manner, as it may consider necessary.</p> <p>23.2 If the period of suspension exceeds 90 days and the suspension is not due to the Consultant's default, the Consultant may, by notice to the Project Manager, request permission to resume performance of the services within 30 days or terminate the contract.</p>	<p>البند 23 - تعليق العمل</p> <p>23-1 يحق للمجلس الأعلى للجامعات تعليق أداء الخدمات أو أي جزء منها لبعض الوقت وبالأسلوب الذي تراه وكما تملي الضرورة.</p> <p>23-2 إذا ما تعدت فترة التعليق مدة 90 يوماً وليس السبب هو خطأ الاستشاري ، يحق للاستشاري بعد إخطار مدير المشروع طلب إذن باستمرار أداء الخدمات خلال 30 يوماً أو إنهاء العقد.</p>

<p>Article 24 Amendment of the contract</p> <p>24.1 Any amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the Consultant, the latter must submit such a request to the SCU at least 30 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Consultant and accepted by SCU.</p> <p>24.2 However, where the amendment does not affect the basic purpose of the contract, the Project Manager shall have the power to order any variation to any part of the services necessary for the proper execution of the contract, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method, or timing of performance of the services, only if the variation is less than 20% of the original value of the contact.</p> <p>24.3 No such order for a variation may imply any extension of the period of execution more than 20% of the original contract period of execution.</p> <p>24.4 Prior to any administrative order for variation, the Project Manager shall notify the Consultant of the nature and form of such variation. As soon as possible, after receiving such notice, the Consultant shall submit to the Project Manager a written proposal containing:</p> <p>a) a description of the service to be performed or the measures to be taken and a programme for execution; and</p> <p>b) any necessary modifications to the programme of performance or to any of the</p>	<p>البند 24 - تعديل بنود العقد</p> <p>24-1 أي تعديل يطرأ على العقد يجب أن يكون تعديل كتابي على مذكرة رسمية حتى يتم تنفيذه بنفس شروط وأحكام العقد الأصلي. إذا كان طلب التعديل من جانب الاستشاري، يجب على الاستشاري تقديم طلب إلى المجلس الأعلى للجامعات قبل 30 يوماً من تاريخ تنفيذ التعديل فيما عدا الحالات الجوهرية والمثبتة من قبل الاستشاري والمقبولة من قبل المجلس الأعلى للجامعات.</p> <p>24-2 يجوز إجراء تعديلات بحيث لا تؤثر في الغرض الرئيسي من العقد بشرط ألا تتعدى 20 % من قيمة العقد الأصلية مثل تلك التغييرات يمكن أن تشمل إضافة، أو إلغاء، أو استبدال أو تغيير بالنسبة للجودة أو الكمية أو تسلسل التنفيذ أو طريقة و توقيت أداء الخدمات فقط بشرط ألا تتعدى 20% من الوقت الأصلي لتنفيذ العقد.</p> <p>24-3 إن أي أمر تغيير لا يعني تمديد فترة التنفيذ إلا بفترة لا تتعدى 20% من الوقت الأصلي لتنفيذ العقد.</p> <p>24-4 قبل صدور أي أمر إداري بمثل هذا التغيير، يجب على مدير المشروع إخطار الاستشاري بطبيعة وشكل هذا التغيير بأسرع ما يمكن وفور استلامه مثل هذا الإخطار على الاستشاري تقديم مقترح كتابي إلى مدير المشروع يشمل ما يلي:</p> <p>(أ) توصيف للخدمة التي ستؤدي أو الإجراءات التي ستأخذ بالإضافة إلى برنامج التنفيذ</p> <p>(ب) أي تعديلات ضرورية على برنامج التنفيذ أو على التزامات الاستشاري المنصوص عليها في العقد.</p> <p>(ج) أي تعديل على قيمة العقد يجب أن تتم وفق المبادئ التالية:</p>

Consultant's obligations under the contract; and

c) any adjustment to the contract value in accordance with the following principles:

i) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown the equivalent numbers of working days shall be valued at the fee rates contained therein.

ii) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Project Manager.

iii) where a variation is necessitated by a default or breach of contract by the Consultant, any additional cost attributable to such variation shall be borne by the Consultant.

24.5 Following the receipt of the Consultant's proposal, the Project Manager shall, after due consultation with SCU, and where appropriate with the Consultant, decide as soon as possible whether the variation shall be carried out. If the Project Manager decides that the variation shall be carried out, he shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Consultant's proposal or as modified by the Project Manager in accordance with Article 25.4.

24.6 On receipt of the administrative order requesting the variation, the Consultant shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.

24.7 Changes of address, changes of bank account and changes of auditor may simply be notified by the Consultant to the Project Manager, although this shall not

1) في حالة تشابه المهمة من حيث طبيعتها مع أي مهمة أخرى مسعره في الموازنة، يخصص لتلك المهمة نفس عدد أيام العمل بنفس الأسعار.

2) في حالة اختلاف المهمة من حيث طبيعتها أو في حالة تنفيذها في ظروف مختلفة، يتم تطبيق الأسعار المنصوص عليها في العقد خلال أيام العمل المقدرة على أن يكون ذلك بشكل مقبول وفي حالة الفشل في الوصول إلى تقدير معقول يتم ذلك التقدير بواسطة مدير المشروع.

3) في حالة الحاجة إلى إحداث تغيير عن طريق الإخلال ب أو انتهاك بنود العقد من قبل الاستشاري، يتحمل الاستشاري أي تكاليف إضافية مرتبطة بذلك التغيير.

24-5 بعد تلقي عرض الاستشاري، يقوم مدير المشروع بعد استشارة الجهة المتعاقدة وفي بعض الأحيان الاستشاري بتحديد بأسرع ما يمكن ما إذا كان سيتم تنفيذ التغيير أم لا. إذا ما قرر مدير المشروع تنفيذ التغيير يقوم بإصدار أمر إداري يذكر فيه أن التغيير سينفذ وفقا للشروط المذكورة في عرض الاستشاري أو وفقا لتعديلات مدير المشروع كما هو منصوص عليها في البند 4-25

24-6 عند استلام الأمر الإداري الخاص بالتغيير ، على الاستشاري البدء فورا في تنفيذ التغيير وفقا للشروط والأحكام العامة في حالة ما إذا كان ذلك التغيير مذكورا في العقد.

24-7 على الاستشاري إخطار مدير المشروع بأي تغيير يطرأ على العنوان أو رقم حساب البنك أو المراجع المعين ببساطة مع احتفاظ الجهة المتعاقدة

بحق الاعتراض على اختيار الاستشاري لحساب البنك أو المراجع.

<p>affect SCU's right to oppose the Consultant's choice of bank account or auditor.</p> <p>24.8 No amendment shall be made retroactively. Any change to the contract which has not been made in the form of an administrative order or an addendum shall be considered as null and void.</p>	<p>24-8 لا يسري أي تعديل بأثر رجعي ، كما أن أي تغيير تم بدون أمر إداري أو مذكرة يعتبر لاغوي.</p>
<p>Article 25 Working hours</p> <p>The days and hours of work of the Consultant or the Consultant's personnel in Egypt shall be fixed based on the laws, regulations and customs of Egypt and the requirements of the services.</p>	<p>البند 25 - ساعات العمل</p> <p>إن ساعات وأيام عمل الاستشاري أو موظفيه داخل جمهورية مصر العربية محددة وفقا للقوانين واللوائح والأعراف المعمول بها داخل جمهورية مصر العربية ووفقا لمتطلبات العمل.</p>
<p>Article 26- Information</p> <p>The Consultant shall furnish the Project Manager with such information relating to the services and the project as the Project Manager may at any time request.</p>	<p>البند 26 – المعلومات</p> <p>26-1 على الاستشاري تقديم جميع المعلومات المتعلقة بالخدمات والمشروع لمدير المشروع كلما طلب ذلك في أي وقت.</p>
<p>Article 27 Records</p> <p>27.1 The Consultant shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Consultant's invoice(s) have been duly incurred for the performance of the services.</p> <p>27.2 For a fee-based contract, timesheets recording the days worked by the Consultant's personnel must be maintained by the Consultant. The amounts invoiced by the Consultant must correspond to these timesheets.</p> <p>27.3 Such records must be kept for a 5-year period after the last payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory,</p>	<p>البند 27 – السجلات</p> <p>27-1 على الاستشاري الاحتفاظ بسجلات وحسابات دقيقة ومنظمة فيما يتعلق بالخدمات بشكل تفصيلي يسمح بمعرفة عدد أيام العمل والنفقات الطارئة الفعلية كما هي مذكورة في فواتير الاستشاري وما إذا كان ذلك قد تم تحمله أثناء تنفيذ الخدمة.</p> <p>27-2 بالنسبة للعقد محدد الأتعاب ، على الاستشاري الاحتفاظ بجدول حضور وغياب موظفيه التي توضح أيام عملهم ، كما يجب أن تتطابق المبالغ المذكورة في فواتير الاستشاري مع تلك الجداول.</p> <p>27-3 يجب الاحتفاظ بتلك السجلات لمدة 5 سنوات بعد سداد آخر دفعة وفقا لهذا العقد. وتشمل هذه المستندات أي وثائق خاصة بالدخل والنفقات والمخزون اللازمة للتأكد من صحة الوثائق المدعمة مثل جداول الحضور والغياب،</p>

<p>necessary for the checking of supporting documents in particular timesheets, plane, and transport tickets, pay slips for the remuneration paid to the experts. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.</p> <p>27.4 The Consultant shall permit the Project Manager, or any person authorized by him to inspect or audit, at any reasonable time, the records and accounts relating to the services and to make copies thereof both during and after provision of the services.</p>	<p>تذاكر السفر بالطائرة والانتقالات وإيصالات الاستعاضة المدفوعة للخبراء. إن عدم الاحتفاظ بتلك السجلات يعد إخلالا بشروط العقد ويتسبب في إنهاء العقد.</p> <p>27-4 على الاستشاري أن يسمح لمدير المشروع أو أي شخص مفوض من قبله في أي وقت مقبول بفحص أو مراجعة السجلات والحسابات المرتبطة بالخدمات وعمل نسخ من الأوراق أثناء وبعد تنفيذ الخدمات.</p>
<p>Article 28 Final reports</p> <p>28.1 Immediately prior to the end of the period of execution of the contract the Consultant shall draw up a confidential final report together with, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract. For a fee-based contract, this final report shall include a financial analysis of the project and an audit certificate provided by the auditor identified in the Special Conditions.</p> <p>28.2 This final report shall be forwarded to the Project Manager not later than 30 days after the end of the period of execution of the contract. Such report shall not bind SCU.</p> <p>28.3 Where the contract is performed in phases, the execution of each phase shall give rise to the preparation of a final report by the Consultant</p>	<p>البند 28 - التقرير النهائي</p> <p>28-1 على الاستشاري قبل انتهاء مدة تنفيذ العقد مباشرة إعداد تقرير نهائي سري بالإضافة إلى ، إذا كان ذلك ممكنا، دراسة بالمشاكل الرئيسية التي واجهته أثناء تنفيذ العقد. بالنسبة للعقد محدد الأتعاب، يجب أن يشمل هذا التقرير النهائي تحليل مالي للمشروع وشهادة مراجعة معتمدة من قبل المراجع المنصوص عليه في شروط وأحكام هذا العقد.</p> <p>28-2 يرسل هذا التقرير النهائي إلى مدير المشروع في موعد لا يتعدى 30يوما من فترة انتهاء تنفيذ العقد. هذا التقرير لا يعتبر ملزم للمجلس الأعلى للجامعات.</p> <p>28-3 في حالة تنفيذ العقد على عدة مراحل ، يعد الاستشاري تقرير نهائي عند انتهاء تنفيذ كل مرحلة.</p>
<p>Article 29 Approval of reports and documents</p> <p>29.1 The approval by the SCU of reports and documents drawn up and forwarded</p>	<p>البند 29 - اعتماد التقارير والوثائق</p>

<p>by the Consultant shall certify that they comply with the terms of the contract.</p> <p>29.2 The SCU shall, within 15 days of receipt, notify the Consultant of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. For the final report, the time limit is extended to 30 days. If the SCU does not give any comments on the documents or reports within the time limit, the Consultant may request written acceptance of them. The documents or reports shall be deemed to have been approved by the SCU if it does not expressly inform the Consultant of any comments within 15 days of the receipt of this written request.</p> <p>29.3 Where a report or document is approved by the SCU subject to amendments to be made by the Consultant, the SCU shall, prescribe a period for making the amendments requested.</p> <p>29.4 Where the contract is performed in phases, the execution of each phase shall be subject to the approval, by SCU, of the preceding phase except where the phases are carried out concurrently.</p>	<p>29-1 إن اعتماد المجلس الأعلى للجامعات للتقارير والوثائق المرفوعة من قبل الاستشاري يعني مطابقتها لشروط وأحكام العقد.</p> <p>29-2 على المجلس الأعلى للجامعات خلال فترة 15 يوما من استلامها التقارير والوثائق إخطار الاستشاري بقرارها حول تلك التقارير والوثائق موضحة أسباب رفض تلك التقارير أو الوثائق أو طالبة إجراء تعديلات. أما بالنسبة للتقرير النهائي فتمتد الفترة الزمنية إلى 30 يوماً. في حالة عدم إبداء المجلس الأعلى للجامعات أي تعليق على التقارير والوثائق خلال المدة المحددة يحق للاستشاري طلب موافقة كتابية عليهم. في حالة عدم إبداء المجلس الأعلى للجامعات أي تعليق على هذا الطلب الكتابي خلال 15 يوماً تعد تلك التقارير والوثائق معتمده من قبل المجلس الأعلى للجامعات.</p> <p>29-3 في حالة طلب المجلس الأعلى للجامعات إجراء تعديل على أي تقرير أو وثيقة من قبل الاستشاري ، على المجلس الأعلى للجامعات تحديد مدة زمنية معقولة لإجراء التعديل المطلوب.</p> <p>29-4 في حالة تنفيذ العقد على عدة مراحل ، يتم اعتماد تنفيذ كل مرحلة سابقة بواسطة المجلس الأعلى للجامعات فيما عدا إذا كان التنفيذ يتم بشكل متتابع.</p>
<p>PAYMENTS Article 30 Payment and interest on late payment</p> <p>30.1 Payment procedures follow one of the two options below. Option 1: Fee-based contract To be paid by deduction from the advance, subject to approval of such reports in accordance with the terms and conditions of the contract, the SCU will make</p>	<p>طرق السداد البند 30 - السداد والفوائد المترتبة على التأخر في السداد 30-1 إجراءات السداد تتبع إحدى الخياران التاليان: الخيار: 1 بالنسبة للعقد محدد الأتعاب تسدد المجلس الأعلى للجامعات للاستشاري عن طريق الخصم من الدفعة المقدمة بعد اعتماد مثل تلك التقارير ووفقاً لنصوص العقد بالشكل الآتي:</p>

payments to the Consultant in the following manner:

- an advance of up to 10% of the contract value, within 60 days of receipt by the SCU of the Contract signed by both parties and of an unconditional bank guarantee.

-Interim payments, if any, totalling a maximum of 90% of the cash flow forecast (including the advanced payment), within 30 days of the SCU receiving an invoice setting out the days worked and the incidental expenditure actually incurred during the period, as evidenced by the accompanying interim report, subject to approval of that report in accordance with Article 29.2.

- the balance of the final certified contract value, after deduction of the interim payments, within 60 days of the SCU receiving a final invoice accompanied by the final report and audit certificate from the auditor identified by the Consultant, subject to approval of the final report and audit certificate in accordance with Article 29.2.

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Option 2: Global price contract

The SCU will make payments to the Consultant in the following manner:

- an advance of 10% of the contract value stated in

Article 3 of the Special Conditions within 60 days of receipt by the SCU of the Contract signed by both parties and of a financial guarantee, as defined in Article 32.4.

-interim payments, if any, totalling 50% of the contract value stated in Article 3 of the Special Conditions, within 90 days of the SCU receiving the corresponding interim reports and shall be paid by deduction from the advance, subject to approval of such reports in accordance with article 31.2.

- a final payment of 40% of the contract value stated in Article 3 of the special

-دفعه مقدمة تصل إلى 10 % من قيمة العقد على أن تسدد خلال 60 يوما من استلام المجلس الأعلى للجامعات للعقد موقع من قبل الطرفان مصحوبا بضمان بنكي غير مشروط.

-دفعات مرحلية بحد أقصى 90 % من إجمالي التدفقات النقدية المقدرة (شاملة الدفعة المقدمة) على أن تسدد خلال 30 يوما من استلام المجلس الأعلى للجامعات لفاتورة أيام العمل الفعلية والنفقات الطارئة المتحملة أثناء فترة التنفيذ كما هو مذكور في التقرير الجزئي المرفق بشرط اعتماد ذلك التقرير وفقا للبند 2-29.

-باقي قيمة العقد بعد خصم الدفعات المرحلية وذلك خلال 60 يوما من استلام المجلس الأعلى للجامعات الفاتورة النهائية مصحوبة بالتقرير النهائي وشهادة المراجع المحدد مسبقا من قبل الاستشاري بشرط اعتماد التقرير النهائي وشهادة المراجعة وفقا للبند 29.2.

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الخيار 2: عقد بسعر إجمالي ثابت.
تسدد المجلس الأعلى للجامعات للاستشاري المدفوعات بالشكل الآتي:

-دفعه مقدمة تبلغ 10 % من قيمة العقد المذكورة في البند 3 من الشروط الخاصة وذلك خلال 60 يوما من استلام المجلس الأعلى للجامعات للعقد موقع من قبل الطرفان مصحوبا بالضمان المالي كما هو موضح في البند 4-32 .

-دفعات مرحلية في حالة وجودها بإجمالي 50 % من قيمة العقد المذكورة في البند 3 من الشروط الخاصة وذلك خلال 60 يوما من استلام المجلس الأعلى للجامعات التقارير المرحلية على أن يتم الدفع عن طريق الخصم من الدفعة المقدمة بشرط اعتماد تلك التقارير وفقا للبند 31-2

دفعه نهائية تمثل 40 % من قيمة العقد المذكورة في البند 3 من الشروط الخاصة في حالة وجود دفعات مرحلية أو تسدد نسبة 100 % من قيمة العقد في حالة عدم وجود دفعات مرحلية وذلك خلال 60 يوما من استلام المجلس الأعلى للجامعات الفاتورة النهائية مصحوبة بالتقرير

conditions if there have been interim payments, or 100% of the contract value within 60 days of the SCU receiving a final invoice accompanied by the final report, subject to approval of that report in accordance with article 31.2.

30.2 The payment deadline of 60 calendar days referred to in Article 32.1 shall expire on the date on which SCU's account is debited. Without prejudice to Article 34.3, the SCU may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Project Manager by notifying the Consultant that that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the SCU thinks it necessary to conduct further checks. In such cases, the SCU must not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which must be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated invoice is received by SCU.

30.3 Once the deadline referred to above has expired, the Consultant may, within two months of late payment, claim late-payment interest:

At the rediscount rate applied by the Central Bank of Egypt where payments are in Egyptian Pounds.

On the first day of the month in which the deadline expired, plus one and a half percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (inclusive), and the date on which SCU's account is debited (exclusive).

30.4 Any advances must be fully secured by an

النهائي بشرط اعتماد ذلك التقرير وفقا للبند 31-2

2-30 إن آخر موعد للسداد هو 60 يوم ميلادي والمشار إليه في البند 32-1 ينتهي في اليوم الذي يدرج في حساب الجهة المتعاقدة كحساب مدين دون الإخلال بالبند رقم 34-3 يحق للمجلس الأعلى للجامعات إيقاف هذا العد الزمني بسبب أي نزاع يتعلق بمبالغ الفواتير مع مدير المشروع وذلك بعد إخطار الاستشاري أن جزء من الفواتير غير مقبول أما بسبب المبلغ المذكور فيها أو بسبب عدم اعتماد التقرير المرفق بحيث تري المجلس الأعلى للجامعات ضرورة إجراء المزيد من الفحص. في مثل تلك الحالات من الأفضل ألا تعلق المجلس الأعلى للجامعات مبالغ الفواتير بشكل مبالغ فيه ولكن من الأفضل طلب توضيح أو تغيير أو أي معلومات إضافية والتي يجب تقديمها خلال 30 يوما من تاريخ تقديم الطلب. ويستمر العد التنازلي للأيام من تاريخ استلام الجهة المتعاقدة للفاتورة المعاد صياغتها.

3-30 فور مرور آخر موعد المذكور أعلاه، يحق للاستشاري خلال فترة شهرين من تاريخ آخر دفعة مسددة رفع دعوي بفوائد تأخير المدفوعات:

وفقا لمعدلات فائدة البنك المركزي المصري في حالة كون المدفوعات بالجنية المصري. في اليوم الأول من شهر انتهاء المهلة زائد 1 ونصف نقطة مئوية. تطبق فائدة الدفع المتأخر على الفترة الواقعة بين آخر يوم لمهلة الدفع (ضمني) وتاريخ تحول حساب المجلس الأعلى للجامعات إلى حساب مدين (حصري).

30-4 أي دفعات مقدمة يجب ضمانها بضمان بنكي غير مشروط ساري المفعول حتى يفرج عنها من قبل المجلس الأعلى للجامعات بعد سداد الدفعة النهائية.

30-5 يسدد المجلس الأعلى للجامعات المدفوعات وفقا لنصوص الشروط الخاصة

unconditional bank guarantee remaining valid until it is released by the SCU following final payment

30.5 The SCU will make payments in accordance with the stipulations of the Special Conditions.

30.6 The Consultant shall use the advance exclusively for operations connected with the performance of the services. Should the Consultant misuse any portion of the advance, it shall become due and repayable immediately.

30.7 Should the advance guarantee cease to be valid, and the Consultant fail to re-validate it, either a deduction equal to the amount of the advance may be made by the SCU from future payments due to the Consultant under the contract, or if in the opinion of the SCU such deduction is impracticable, the SCU may terminate the contract.

30.8 If the contract is terminated for any reason whatsoever, the guarantees securing the advances may be invoked forthwith to repay the balance of the advances still owed by the Consultant, and the guarantor shall not delay payment or raise objection for any reason whatever.

30.9 For fee-based contracts, provision may be made for the payment of interim payments only in respect of services rendered and, in the case of the part of the contract based on the reimbursement of costs, for the expenditure really incurred. For the latter, appropriate supporting documents shall be kept by the Consultant for the purpose of audits as foreseen in Article 29.4.

30.10 Payment of the final balance shall be subject to performance by the Consultant

30-6 على الاستشاري استخدام الدفعات المقدمة فقط في العمليات المتعلقة بتنفيذ الخدمات ، في حالة إساءة استخدام الاستشاري لأي جزء من الدفعات المقدمة يجب ردها على الفور

30-7 في حالة انتهاء ضمان الدفعات المقدمة وفشل الاستشاري في تجديد ذلك الضمان يحق للمجلس الأعلى للجامعات خصم مبلغ مساوي لذلك الضمان من الدفعات المستقبلية المستحقة للاستشاري وفقا لهذا العقد أو إنهاء هذا العقد إذا ما رأى المجلس الأعلى للجامعات أن ذلك الخصم غير عملي.

30-8 في حالة إنهاء العقد لأي سبب كان يتم الاحتكام إلى الضمانات الخاصة بالدفعات المقدمة لكي يتم استرجاع الدفعات المقدمة إلى الاستشاري ولا يحق للضامن تأخير تلك المدفوعات أو الاعتراض لأي سبب كان.

30-9 بالنسبة للعقد محدد الأتعاب يمكن صياغة نص بشأن الدفعات المرحلية للخدمات المقدمة فعلا وفيما يتعلق بجزء العقد الذي ينص على استرداد التكاليف يتم سداد النفقات المتحتمة بالفعل. وبالنسبة للأخير يجب على الاستشاري الاحتفاظ بالوثائق المدعمة الملائمة بغرض المراجعة كما هو مذكور في البند 4-29

30-10 دفعات الميزانية النهائية مشروطة بأداء الاستشاري لجميع التزاماته المتعلقة بتنفيذ كافة مراحل الخدمات واعتماد المجلس الأعلى للجامعات للمرحلة الأخيرة أو المراحل المختلفة للخدمات. تسدد الدفعة النهائية فقط بعد تقديم الاستشاري للتقرير النهائي وميزانية نهائية واعتماد الجهة المتعاقدة لهما. أي مبالغ إضافية تم سدادها أو سيتم سدادها من قبل المجلس الأعلى للجامعات للاستشاري وفقا للبند 32 والبند 34 بما يزيد عن مستحقات الاستشاري وفقا لهذا العقد يجب إعادتها إلى المجلس الأعلى للجامعات خلال 30 يوما من تاريخ استلام الاستشاري إخطارا بذلك.

<p>of all its obligations relating to the execution of all phases or parts of the services and to the approval by the SCU of the final phase or part of the services. Final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by SCU. Any amount, which the SCU has paid, or caused to be paid, in accordance with Articles 32 and 34 in excess of the Consultant's entitlement under the contract, shall be reimbursed by the Consultant to the SCU within 30 days after receipt by the Consultant of notice thereof.</p> <p>30.11 If any of the following events occurs and persists, the SCU may, by written notice to the Consultant, suspend in whole or in part, payments due to the Consultant under the Contract:</p> <p>a) the Consultant defaults in the execution of the contract.</p> <p>b) any other condition for which the Consultant is responsible under the contract and which, in the opinion of SCU, interferes, or threatens to interfere, with the successful completion of the project or the contract.</p>	<p>11-30 في حالة حدوث أي من الحالات الآتية يحق للمجلس الأعلى للجامعات بعد إخطار الاستشاري كتابيا تعليق جزء من أو كل الدفعات المستحقة للاستشاري وفقا لهذا العقد:</p> <p>(أ) إذا ما أخطأ الاستشاري في تنفيذ هذا العقد.</p> <p>(ب) أي ظروف أخرى يكون الاستشاري مسؤولا عنها ويرى المجلس الأعلى للجامعات أنها تتسبب أو قد تتسبب في عدم استكمال المشروع أو العقد بشكل ناجح.</p>
<p>Article 31 Revision of prices</p> <p>Unless otherwise stipulated in the special conditions, contracts shall be at fixed prices which shall not be revised</p>	<p>البند 31 - مراجعته الأسعار</p> <p>إذا لم تنص الشروط الخاصة على غير ذلك، تكون العقود بأسعار ثابتة لا يتم مراجعتها.</p>
<p>Article 32 Payment to third parties</p> <p>32.1 All orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3.</p> <p>32.2 Notification of beneficiaries of assignment shall be the sole responsibility of the Consultant.</p>	<p>البند 32 - السداد لطرف ثالث</p> <p>1-32 يجوز تنفيذ جميع أوامر الدفع لطرف ثالث بعد إجراء تنازل وفقا للبند3.</p> <p>2-32 إخطار المستفيدين بالتنازلات هو مسؤولية الاستشاري وحده.</p> <p>3-32 في ظل الالتزام القانوني تجاه المدفوعات المستحقة للاستشاري وفقا لبند العقد ودون</p>

<p>32.3 In the event of a legally binding attachment of the property of the Consultant affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 32, the SCU shall have 60 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Consultant.</p>	<p>خرق للحدود الزمنية المحددة في البند 32 ، أمام المجلس الأعلى للجامعات 60 يوما بداية من يوم استلام الإخطار الخاص بإزالة العائق أمام الدفع للاستمرار في سداد المدفوعات مرة أخرى للاستشاري.</p>
<p>Article 33 Currency of Tenders</p> <p>33.1 The tender dossier may state that the tenderer may express the tenders in LE for local companies or individuals or in \$or € for foreign companies or individuals. For The purpose of comparing prices evaluation, tender prices in \$ or € shall be converted to LE using the selling exchange rate quoted by the Central Bank of Egypt on the date of tender submission.</p>	<p>البند 33 - العملة المستخدمة في العطاءات</p> <p>33-1 يحدد ملف العطاءات تقديم العطاء بالجنية المصري بالنسبة للشركات أو الأفراد المحليين وبال دولار أو باليورو بالنسبة للشركات والأفراد الأجانب. اما بالنسبة لتقييم سعر العملة بالنسبة للعطاءات المقدمة بالدولار أو اليورو فيتم التحويل إلى الجنية المصري ويتم استخدام سعر الصرف المعلن من البنك المركزي المصري في يوم تقديم العطاء.</p>
<p>Article 34 Currency of Payment</p> <p>34.1 Payment of the contract price shall be made in the currency or currencies expressed in the tender dossier. IN case of payment in LE and when the value of Egyptian Pound is changed more than 15% from the value at the date of tender submission, SCU may approve readjustment of the contract value upon a request from the contractor to ensure that the value of the foreign portion of the bid is maintained without any loss or gain, In such cases, SCU may request supporting documentation from the tenderers/contractors to justify the price adjustments.</p>	<p>البند 34 - العملة المستخدمة في السداد</p> <p>34-1 يتم دفع قيمة العقد بنفس العملة أو العملات المحددة في ملف العطاءات. في حالة المدفوعات بالجنية المصري وعند تغيير قيمة الجنية المصري بما يزيد عن 15 % من قيمته يوم تقديم العطاء يحق للمجلس الأعلى للجامعات إعادة تقييم قيمة العقد بناء على طلب مقدم من المتعاقد بحيث يتم ضمان بقاء قيمة الحصة الأجنبية من العطاء دون خسارة أو مكسب كبير. في مثل تلك الحالات يحق للمجلس الأعلى للجامعات طلب الوثائق المدعمة من مقدمي العطاءات / المتعاقدين حتى يتم تعديل الأسعار.</p>
<p>Article 35 Breach of contract</p> <p>35.1 Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.</p>	<p>البند 35 - الإخلال ببند العقد</p> <p>35-1 يخل أي من الطرفين ببند العقد عند الفشل في تنفيذ أي من التزاماته المنصوص عليها في هذا العقد.</p>

<p>35.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies: a) damages; and/or b) termination of the contract. Damages may be: 1) general damages 2) liquidated damages.</p> <p>35.3 In any case where the SCU is entitled to damages, it may deduct such damages from any sums due to the Consultant or call on the appropriate guarantee.</p> <p>35.4 The SCU shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.</p>	<p>35-2 عند حدوث إخلال ببنود العقد ، يحق للطرف المتضرر طلب ما يلي:</p> <p>(أ) تعويضات عن الأضرار (ب) إنهاء العقد وبالنسبة للتعويضات يمكن أن تشمل كل من: (١) تعويضات عامة (٢) تعويضات مصفاة</p> <p>35-3 في حال استحقاق المجلس الأعلى للجامعات لأي تعويضات ، يحق له استقطاع قيمة تلك التعويضات من أي مبالغ مستحقة للاستشاري أو تسييل أي ضمانات.</p> <p>35-4 يحق للمجلس الأعلى للجامعات المطالبة بتعويض عن أي ضرر يظهر بعد انتهاء العقد وذلك وفقا للقانون الذي يحكم العقد.</p>
<p>Article 36 Termination by SCU</p> <p>36.1 The SCU may, at any time and with immediate effect, terminate the contract after giving 7 days' notice to the Consultant.</p> <p>36.2 Termination shall be without prejudice to any other rights or powers under the contract of the SCU and the Consultant.</p> <p>36.3 In addition to the grounds for termination defined in these General Conditions, the SCU may terminate the contract in any of the following cases where: a) the Consultant fails to carry out the services substantially in accordance with the contract. b) the Consultant continues to default for a period of 14 days after the SCU has given notice to it of suspension of payments under Article 32.12. c) the Consultant fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make</p>	<p>البند 36 - إنهاء العقد من جانب المجلس الأعلى للجامعات</p> <p>36-1 يحق للمجلس الأعلى للجامعات في أي وقت تشاء إنهاء العقد بعد إخطار الاستشاري بمدة لا تقل عن 7 أيام.</p> <p>36-2 إن إنهاء العقد لا يلغي أي من الحقوق أو السلطات المعطاة وفقا لهذا العقد سواء للمجلس الأعلى للجامعات أو للاستشاري.</p> <p>36-3 بالإضافة إلى شروط الإنهاء المذكورة في هذه الشروط العامة ، يحق للمجلس الأعلى للجامعات إنهاء العقد في إحدى الحالات الآتية: (أ) فشل الاستشاري في تنفيذ الخدمات المنصوص عليها في العقد. (ب) استمرار الاستشاري في الإخلال ببنود العقد لمدة 14 يوما بعد إخطاره بواسطة المجلس الأعلى للجامعات بذلك وبتعليق المدفوعات وفقا للبند 32-12. (ج) فشل الاستشاري في الوفاء بالتزاماته خلال وقت معقول بعد الإخطار الموجه له من قبل</p>

good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services

d) the Consultant refuses or neglects to carry out administrative orders given by the Project Manager.

e) the Consultant assigns the contract or subcontracts without the authorization of SCU.

f) the Consultant becomes bankrupt or insolvent, or has a receiving order made against it, or enters an arrangement with its creditors, or carries on business under a receiver, trustee, or administrator for the benefit of its creditors, or goes into liquidation.

g) any adverse final judgement is made in respect of an offence affecting the professional conduct of the Consultant.

h) any legal disability hindering performance of the contract occurs.

i) any organizational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is recorded in an addendum to the contract.

36.5 Upon termination of the contract or when it has received notice thereof, the Consultant shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

36.6 The Project Manager shall, as soon as is possible after termination, certify the value of the services and all sums due to the Consultant as at the date of termination.

36.7 The SCU shall not be obliged to make any further payments to the Consultant until the services are completed, whereupon the SCU shall be entitled to recover from the Consultant the extra costs, if any, of completing the services, or

مدير المشروع طالبا تصحيح الأوضاع التي قد تؤثر على أداء وتوقيت الخدمات

(د) رفض أو تجاهل الاستشاري للأوامر الإدارية الموجهة له من قبل مدير المشروع.

(هـ) تنازل الاستشاري عن العقد أو العقود من الباطن دون تفويض من المجلس الأعلى للجامعات.

(و) إفلاس أو إعسار الاستشاري أو تلقيه أمر يدل على ذلك أو دخوله في ترتيبات مع الدائنين أو في حالة قيامة بعمل تحت ضغط دائن، أو ضامن، أو إداري لصالح الدائنين، أو دخول الاستشاري في إجراءات تصفية لأعماله.

(ز) أي حكم قضائي نهائي ضد جريمة قد تؤثر على الأداء المهني للاستشاري.

(س) عدم القدرة القانونية مما يعوق هذا العقد.

(م) أي تعديل تنظيمي يحدث ينطوي على تغيير في الشخصية القانونية للاستشاري أو طبيعته، ما لم يتم تسجيل هذا التعديل في ملحق للعقد.

36-5 عند إنهاء العقد أو استلامه إخطارا بذلك على الاستشاري اتخاذ خطوات فورية لترتيب وتنظيم الخدمات بشكل يبقي التكاليف في حدها الأدنى.

36-6 على مدير المشروع بأسرع ما يمكنه بعد إنهاء العقد تحديد قيمة الخدمات وكافة المبالغ المستحقة للاستشاري حتى تاريخ إنهاء العقد.

36-7 ليس على المجلس الأعلى للجامعات أي التزام تجاه مدفوعات إضافية للاستشاري حتى يتم الانتهاء من الخدمات بحيث يمكن للمجلس الأعلى للجامعات استرداد بعض التكاليف الإضافية إن وجدت من الاستشاري لاستكمال الخدمات وفي حالة عدم حدوث ذلك تدفع مستحقات الاستشاري بالكامل.

36-8 في حالة إنهاء المجلس الأعلى للجامعات للعقد يحق للجامعة استرداد قيمة أي خسائر من الاستشاري بأقصى قيمة مذكورة في العقد. في

<p>shall pay any balance due to the Consultant.</p> <p>36.8 If the SCU terminates the contract, it shall be entitled to recover from the Consultant any loss it has suffered up to the maximum amount stated in the contract. If no maximum amount is stated, the SCU shall, without prejudice to its other remedies under the contract, be entitled to recover that part of the contract value which is attributable to that part of the services which has not, by reason of the Consultant's failure, been satisfactorily completed.</p> <p>36.9 If the termination is not due to an act or omission of the Consultant, the Consultant shall be entitled to claim in addition to sums owing to it for work already performed, a compensation for any loss or injury suffered.</p>	<p>حالة عدم ذكر قيمة في العقد يحق للمجلس الأعلى للجامعات دون الإخلال بالتعويضات الأخرى المنصوص عليها في العقد استرداد قيمة هذا الجزء من العقد والمخصص لذلك الجزء من الخدمات والذي فشل الاستشاري لأي سبب كان في إنهائه بشكل مرضي.</p> <p>36-9 في حاله كون الإنهاء ليس بسبب تصرف أو إهمال من الاستشاري يحق للاستشاري المطالبة بجميع المبالغ المستحقة له مقابل الأعمال المنفذة بالفعل بالإضافة إلى تعويض عن أي خسائر أو أضرار لحقت به.</p>
<p>Article 37 Termination by the Consultant</p> <p>37.1 The Consultant may, after giving 14 days' notice to SCU, terminate the contract if SCU:</p> <p>a) fails to pay the Consultant the amounts due under any certificate of the Project Manager after the expiry of the time limit stated in Article 32; or</p> <p>b) consistently fails to meet its obligations after repeated reminders.</p> <p>c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not due to the Consultant's default.</p> <p>37.2 Such termination shall be without prejudice to any other rights of the SCU or the Consultant acquired under the contract.</p>	<p>البند 37 - إنهاء العقد من جانب الاستشاري</p> <p>37-1 يحق للاستشاري بعد إخطار الجهة المتعاقدة قبل 14 يوما إنهاء العقد إذا ما قام المجلس الأعلى للجامعات بما يلي:</p> <p>أ) عدم سداد المبالغ المستحقة للاستشاري وفقا لشهادات مدير المشروع بعد انتهاء المدة المسموح بها والمنصوص عليها في البند 32.</p> <p>ب) الفشل في الوفاء بالتزاماتها بعد توجيهه عدة إخطارات لها بذلك.</p> <p>ج) تعليق تقدم الخدمات في أي جزء منها لمدة تزيد عن 90 يوما لأسباب غير موضحة بالعقد أو ليس بسبب عدم التزام الاستشاري.</p> <p>37-2 إن مثل هذا الإنهاء لا يخل بحقوق المجلس الأعلى للجامعات أو الاستشاري والمنصوص عليها في هذا العقد.</p> <p>37-3 في حالة الإنهاء بهذا الشكل تدفع المجلس الأعلى للجامعات للاستشاري تعويض عن أي</p>

<p>37.3 In the event of such termination, the SCU shall pay the Consultant for any loss or injury the Consultant may have suffered. Such additional payment may not be such that the total payments exceed the amount specified in the Special Conditions.</p>	<p>خسائر أو أضرار عانى منها بشرط ألا تتجاوز تلك المدفوعات الإضافية إجمالي المبالغ المنصوص عليها في الشروط الخاصة.</p>
<p>Article 38 Force majeure</p> <p>38.1 Neither party shall be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.</p> <p>38.2 The term "force majeure", as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party can overcome.</p> <p>38.3 Notwithstanding the provisions of Article 23 and Article 38, the Consultant shall not be liable for liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The SCU shall similarly not be liable, notwithstanding the provisions of Article 32 and Article 39, to payment of interest on delayed payments, for non-performance or for termination by the Consultant for default, if, and to the extent that SCU 's delay or other failure to</p>	<p>البند 38 - القوي القهرية</p> <p>38-1 لا يعد أي طرف مخلا بالتزاماته تجاه العقد في حالة توقف أداء تلك الالتزامات نتيجة لظروف قهرية وقعت بعد تاريخ توقيع العقد من قبل الطرفين.</p> <p>38-2 مصطلح القوي القهرية المستخدم هاهنا يعنى به الأحداث الإلهية أو الإضرابات أو جميع أنواع إغلاق الأعمال أو الإضرابات الصناعية أو هجوم الأعداء أو الحروب سواء كانت معلنه أم لا أو الحصار، أو الثورات أو أعمال الشغب أو انتشار الأمراض المعدية أو الانهيارات الأرضية أو الزلازل أو الأعاصير أو البرق أو الفيضانات أو الانجرافات الأرضية أو القلاقل الداخلية أو الانفجاريات أو أي أحداث مشابهة غير واضحة والتي يصعب السيطرة عليها بواسطة أي من الطرفين كما يصعب معهم إبداء الحرص واليقظة المطلوبان.</p> <p>38-3 فيما لا يتعارض مع نصوص البند رقم 23 و 38 لا يتحمل الاستشاري مسؤولية أي تعويضات مقررة أو إنهاء العقد نتيجة التأخير في الأداء أو عدم الوفاء بالتزامات هذا العقد نتيجة أي حدث من أحداث القوي القهرية و بالمثل فإن المجلس الأعلى للجامعات غير مسئول فيما لا يتعارض مع نصوص البند رقم 32 و 39 عن فوائد المدفوعات المتأخرة نتيجة عدم التنفيذ أو إنهاء العقد بواسطة الاستشاري نتيجة تأخر الجهة المتعاقدة أو فشلها في الوفاء بالتزاماتها نتيجة أي حدث من أحداث القوي القهرية.</p>

<p>perform its obligations is the result of force majeure.</p> <p>38.4 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Consultant shall not put into effect such alternative means unless directed so to do by the Project Manager.</p> <p>38.5 For a fee-based contract, if the Consultant incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 40.4 the amount thereof shall be certified by the Project Manager subject to the maximum contract value.</p> <p>38.6 If circumstances of force majeure have occurred and persist for a period of 180 days then, notwithstanding any extension of the period of execution that the Consultant may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of force majeure persists, the contract shall be terminated and, in consequence thereof, the parties shall be released from further performance of the Contract.</p>	<p>38-4 على كلا الطرفين في حالة حدوث أي من أحداث القوي القهرية إخطار الطرف الآخر فوراً موضحة تفاصيل وطبيعة والمدة المتوقعة والآثار المحتملة لتلك الأحداث. فيما عدا إذا كان هناك أمر كتابي مكتوب مباشر من مدير المشروع على الاستشاري الاستمرار في الوفاء بالتزاماته المنصوص عليها في العقد بأقصى شكل مقبول عن طريق البحث عن وسائل بديلة للوفاء بالالتزامات غير المتوقعة بسبب الأحداث القهرية على ألا يبدأ الاستشاري العمل بتلك الوسائل البديلة إلا بعد موافقة مدير المشروع.</p> <p>38-5 بالنسبة للعقد محدد الأتعاب ، في حالة تحمل الاستشاري لتكاليف إضافية لتنفيذ توجيهات مدير المشروع أو استخدام وسائل بديلة يتم اعتماد هذا المبلغ بواسطة مدير المشروع بشرط عدم تجاوز أقصى قيمة للعقد وفقاً للبند 4-40.</p> <p>38-6 في حاله وقوع أحداث القوي القهرية واستمرارها لمدة 180 يوماً وفيما لا يتعارض مع أي فترة تمديد ممنوحة للاستشاري ، يحق لكلا الطرفين إنهاء العقد بعد إخطار الطرف الآخر ب 30 يوماً. في حالة استمرار الحدث القهري بنهاية مدة 30 يوماً يعد العقد منهيًا وبالتالي تتحرر الأطراف من التزاماتها بشأن تنفيذ العقد.</p>
<p>Article 39 Decease</p> <p>39.1 If the Consultant is a natural person, the contract shall be automatically terminated if that person dies. However, SCU shall examine any proposal made by</p>	<p>البند 39 – الوفاة</p> <p>39-1 في حالة كون الاستشاري شخصاً طبيعياً يعد العقد منهيًا إذا ما توفي هذا الشخص. إلا أن جهة التعاقد يحق لها إبداء الرأي في أي عرض</p>

his heirs or beneficiaries if they have notified their wish to continue the contract within 15 days of the date of decease. The decision of the SCU shall be notified to those concerned within 30 days of receipt of such a proposal.

39.2 If the Consultant is a group of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the services and the SCU shall decide whether to terminate or continue the contract in accordance with the undertaking given within 15 days of the date of decease by the survivors and by the heirs or beneficiaries. The decision of the SCU shall be notified to those concerned within 30 days of receipt of such a proposal.

39.3 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the Consultant. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES

Article 40 Settlement of disputes

40.1 The SCU and the Consultant shall make every effort to amicably settle any dispute relating to the contract which may arise between them, or between the Project Manager and the Consultant.

40.2 Once a dispute has arisen, the parties to this contract shall notify each other in writing of their positions on the dispute as well as of any solution which they envisage possible. If any of the two parties deems it useful, the parties to this contract shall meet and try and settle the dispute. Each party shall respond to a request for amicable settlement within 30 days of such request. The period to reach an amicable settlement shall be 120 days. Should the attempt to reach an amicable settlement

مقدم من الورثة أو المنتفعين إذا ما أخطروا الجهة خلال 15 يوما من تاريخ الوفاة برغبتهم في استكمال العقد. ويخطر قرار المجلس الأعلى للجامعات إلى المعنيين بالأمر خلال 30 يوما من استلام هذا العرض.

39-2 في حالة كون الاستشاري مجموعة من الأشخاص الطبيعيين وفي حالة وفاة إحداهما أو أكثر يتم إعداد تقرير متفق عليه من الأطراف جميعا بشأن سير عمل الخدمات ويحق للمجلس الأعلى للجامعات اخذ قرار أما بإنهاء العقد أو استكماله مع الورثة أو المنتفعين خلال 15 يوما من تاريخ الوفاة. ويخطر قرار المجلس الأعلى للجامعات إلى المعنيين بالأمر خلال 30 يوما من استلام هذا العرض.

39-3 يتحمل هؤلاء الأشخاص معا وبشكل مشترك مسؤولية تنفيذ العقد بنفس الصورة الواجب تنفيذها من قبل الاستشاري. ويخضع استكمال العقد للقواعد المتعلقة بتوفير أي ضمانات لهذا العقد.

تسوية المنازعات

البند 40 - تسوية المنازعات

40-1 يبذل كل من المجلس الأعلى للجامعات والاستشاري جميع الجهود لتسوية أي نزاع قد ينشأ بينهما أو بين مدير المشروع والاستشاري بشكل ودي.

40-2 في حالة حدوث نزاع ، يخطر أطراف هذا العقد بعضهما البعض كتابه بمواقفهما من هذا النزاع بالإضافة إلى الحلول الممكنة. في حالة تمسك الطرفين بأرائهما يجب أن يلتقي أطراف هذا العقد ويحاولوا تسوية النزاع بشكل ودي وعلى كل طرف من الأطراف الرد على طلب التسوية الودية خلال 30 يوما من تاريخ تقديم هذا الطلب. المدة المحددة للوصول إلى حل ودي هي 120 يوما وفي حالة الفشل في الوصول إلى حل ودي أو عدم استجابة أي من الطرفين خلال المدة المحددة لطلبات تسوية

not be successful or should a party not respond in time to any requests for settlement, each party shall be free to proceed to the next stage in reaching a settlement in accordance with Article 42.3.

40.3 The parties may agree to the settlement of the dispute by conciliation within a specific time limit by a third party after the amicable settlement procedure adopted has failed.

40.4 The amicable settlement or conciliation procedure adopted shall in all cases involve a procedure in which complaints and responses are notified to the other party.

40.5 In the absence of an amicable settlement or settlement by conciliation within the maximum time limits specified, the dispute shall be settled in accordance with the national legislation of Egypt.

النزاع يحق لأي طرف الانتقال للمرحلة التالية لتسوية النزاع وفقا لبند 3-40

3-40 يجوز أن يتفق الأطراف على تسوية النزاع بالتصالح خلال مدة محددة بعد تدخل طرف ثالث وذلك في حالة عدم التوصل إلى تسوية ودية للنزاع.

4-40 في جميع الأحوال يجب أن تشمل إجراءات التسوية الودية أو التصالح الإخطارات بالشكاوي والردود للطرف الآخر.

5-40 في حالة عدم التوصل لتسوية ودية أو تصالح في نطاق المدة الزمنية المحددة ، يتم تسوية النزاع وفقا للتشريعات الوطنية المصرية.

ANNEX II: TERMS OF REFERENCE (TOR)

Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project

I. BACKGROUND AND DESCRIPTION

This ToR concerns the activities that must be conducted in accordance with the Project workplan of the Energy Efficiency in Public Buildings (Universities) through financing via German Egyptian Cooperation. In this regard, KfW on behalf of the German Government acts as development financing partner of the Project in Contractual relationship with the Central Bank of Egypt and the Supreme Council of Universities (SCU). The main objective for funding this project is to implement the potential Energy Conservation and Efficiency Measures (ECMs) in the Governmental Buildings (Universities) to achieve successful project realization.

The project executing agency is the SCU acting as an owner and facilitator for the projects aiming at the implementation of ECMs in the public universities under the SCU. The public universities are the final beneficiaries to implement the ECMs to achieve the project objectives and targets. The project goals will contribute to the sustainable development Program of Egypt, specific in the Energy Efficiency Sector.

In accordance with this project setup and agreement, a Management Consultant is procured and mobilized so that together with the SCU form the Project Implementing Unit (PIU) will prepare and implement the project. The Management Consultant is to support SCU in all project tasks. Such project tasks comprise inter alia the support, consultancy and execution of the organizational setup and project coordination, selection process of participating universities and project structuring actions such as sub-project contracts between the SCU and Universities. In the next step, procurement of EPC contractors for supply and installation of EE items is to be executed. For reasons of quantification, the numerical effects of energy savings shall be elaborated throughout the project.

The project potential ECMs are set to consider the electrical energy consuming devices/systems in accordance with the existing structure of the Governmental Buildings (Very Specific the universities buildings). These ECMs are:

1. High Energy Efficient Appliances	2. Indoor/Outdoor Efficient Lighting Technologies
3. PV Electrical Energy Generation to avoid fossil fuel consumption in Energy Generation Side. as energy resources management	4. Improvement and upgrade of HVAC and the individual Air Conditioners
5. Solar Water Heating Systems	6. Building Material, Shades and Insulation linked to Energy Efficient Performance,
7. Controls and Automation for Energy Operations in the Building	8. Any Further EE opportunities that might be applicable

In this context, the SCU/PIU has contacted the different universities to announce the project and requested the beneficiary universities to submit their interest in participation in this project and to start the preparation for their potential ECMs in terms of prespecified form for the EE projects in each university (Prepared by PIU). This form has included as minimum the following:

1. List of the opportunities that are suggested by the university	2. Assessment of each opportunity for the anticipated energy consumption savings
3. The opportunity technical specification and sizing	4. Cost estimation per each technology (according to the prices and electricity tariffs in the second half of 2022)
5. The calculation for the opportunities' financial indicators	6. Calculations for the anticipated reduction in the GHGs due to the implementation of the ECMs

Accordingly, the submitted forms of the universities regarding the potential EE measures conducted by the universities (18 Universities) need further investigation that must be thoroughly reviewed by Energy Auditors/Engineers as per the project workplan and setup. Therefore, this ToR will illustrate all tasks, requirements and objectives to be conducted and achieved by the consultant.

This tender **consists of 2 lots**. Each lot is for a certain number of universities trying to have balanced number of buildings, close geographically and contain the same EE measures.

The two lots of this ToR are open for the bidders to participate in. The participation per each lot shall have the human resources (Key Experts and Specialized persons) dedicated to the lot not participating in the other lot and very specific to the resources conducting the site visits and meetings with the universities of the lot applied for. However, the backstopping experts can participate in both lots in case the bidder submitted for the two lots. In this regard, each lot key experts and specialized persons shall be evaluated and in case of the replicability of one expert in the two lots, this will make the technical offer not accepted.

The following table presents the universities comprising the 2 lots, the number of buildings and the proposed Energy Conservation and Efficiency Measures (ECMs) for each university.

Lot Number 1		Lot Number 2	
University	Number of Buildings	University	Number of Buildings
Ain Shams	11	Zagazig	18

Cairo	2	Damietta University	1
Helwan	3	Port-Said University	2
Alexandria University	3	Minia	5
Banha University	4	Aswan	3
Mansoura University	5	Assiut	7
Tanta University	3	New Valley	3
Fayoum	3		
Suez Canal University	2		
Arish University	2		
Suez University	1		
Total number of Buildings per Lot	39		39

II. TOR OBJECTIVES

The main objective of this ToR is to review and ensure the relevant techno-economic feasibility and the expected energy savings or GHG emission reduction as per the proposed ECMs submitted by each university (**The selected submitted ECMs shall be delivered to the winning bidder**) to achieve the final project goals and outputs to enable the project implementation. This review and its anticipated outcome shall be in accordance to the obligations and requirements as well as the scope of work under this ToR hereinunder as shown in Article IV. Briefly, the list of tasks is as follows:

- Task #1: Walkthrough Survey, Verification for ECMs, Snapshot measurements
- Task #2: Data Analysis, Baseline Data, ECMs Technical and Financial Feasibility
- Tasks #3: ECMs Conceptual Design, Bill of Quantities and the relevant Pricing Analysis
- Task #4: ECMs Technical Specification Document
- Task #5: Methodology Approach and action plan for Supervision on Installation of ECMs
- Task #6: Measurement and Verification plan

This objective must be coordinated with the different stakeholders of the project and in full compliance with the project related policies and standards. The focus will be on achieving the proper procedures for energy review and engineering services in order to complete the overall documentation for the procurement of the ECMs, the implementation and the construction supervision of these opportunities. These auditing/review procedures will focus on the verification of the ECMs presented by the universities. It will rely on the historical data and/or

snapshot measurements baseline to estimate the current consumption of existing technologies referenced to each ECM considering the measurements in snapshot mode and the historical consumption data.

Furthermore, post the implementation of the ECMs, the monitoring and tracking **plan** for energy consumption, anticipated savings, and reporting for the verified parameters must be presented.

The PIU shall be in full coordination with the winning consultancy firms to facilitate the performance of this ToR's tasks.

III. ENERGY AUDITORS/ENGINEERS – OBLIGATIONS AND REQUIREMENTS

The assigned services in accordance to this ToR regard:

- ✓ Verification of Proposals in terms of the verification for the ECMs prepared by the universities, including Lifecycle costing analysis, as per the tasks of the Scope of Work of this ToR.
- ✓ Preparation of the ToR including estimated bill of quantities with the relevant Pricing Analysis and the associated technical specifications required for each of the various ECM considering first that the ECM is techno-economic viable. The ECMs shall be procured through competitive bidding between EPC contractors. The winning firm shall present for the components/equipment/devices per each ECM at least three to five recommended suppliers/manufacturers of the highest reputation in the market.
- ✓ The description of an action plan and the main steps for the supervision on implementation and Construction phase for the technical/financially feasible ECMs.
- ✓ Measurement and Verification plan to be prepared for the technical/financially feasible ECMs post to the completion of installation and operating the ECMs.

This assigned services in accordance with this ToR need to comply with the followings as minimum.

1. This service must be conducted by:
Consultation firm specialized in energy efficiency and energy resources management field, in consortium form or contractual form with individual experts and/or Universities energy related centres, to conduct the comprehensive assessment for the potential of technically/financially feasible ECMs, plus the systems integration based on conceptual engineering design, preparation of the Technical Specifications Documents related to each university, in addition to the capability to set the detailed action plan for the supervision activities needed for the installations/implementation phase for the ECMs. The Consultancy firm/consortium shall have the capacity for delivering all snapshot measurements (simple metering devices to measure on **the low voltage side** with portable devices for the main parameters such as voltage and current,), related to the activities needed to be conducted at the jobsite in accordance with the verification for the ECMs prepared by the universities.
2. The consultancy firm/consortium delivering this service, should present the detailed CVs for the following Experts:

- a. A Team Leader of minimum 10 years of experience in Management teams including 5 years' experience in one or more of PV, LED Lighting, HVAC, Technoeconomic feasibility/Life cycle analysis, and M&V planning.
 - b. At least three (3) Experts of minimum 5 years of experience covering PV, LED Lighting, HVAC, Technoeconomic feasibility/Life cycle analysis, all M&V planning.
3. Those experts shall sign exclusivity for the consultancy firm/consortium to be submitted with the consultancy firm/consortium technical bid documents and submit within their CVs at least three (3) relevant references for the above activities.
4. The consultancy firm/consortium to this ToR shall be committed to visit and review all related documents to the task assignment before starting the conduction of the service to the beneficiary university.
5. The consultancy firm/consortium shall be obligated to submit full technical proposal subject to the scope of work under this ToR. In addition to all data collected and all software calculations (if any) including access to the licenses of such software if needed.
6. The consultancy firm has to work in close collaboration with the Energy Managers and the assigned staff of the Universities.
7. All bids under this ToR shall be technically and financially evaluated as well based on a scoring system to comprehensively evaluate the submitted proposals. The financial evaluation shall be conducted based on a scoring system. This Scoring System is presented in Annex I of this ToR.
8. The Consultancy firm/consortium shall be committed to the ToR requirements and shall be committed to assume the extra works required of unforeseen terms under this ToR through the methodology approach presenting the understanding for the ToR and the risks that might take place in the submitted technical offer.
9. The SCU shall have the right during the technical bidding evaluation for Consultancy Firm/Consortium to accept its work in single or multiple lots of universities.
10. All reviews and approvals to the submitted forms of the universities to the SCU/PIU shall be accessible to the consultancy firm/consortium in order to execute the work for the services assumed under this ToR.
11. The Consultancy Firm/Consortium shall have the right to submit its services for single or multiple lots of universities. However, the Team Leader and the person/persons performing the university visits shall be allocated only for one lot.
12. The Consultancy Firm/Consortium shall submit detailed methodology approach for the assumed work/tasks to be conducted under this ToR demonstrating the unforeseen tasks and the risk that might arise as well as the mitigation actions required. This methodology by the Consultancy firm/consortium shall follow as minimum the requirements for the anticipated outputs of this service as illustrated in Annex II.

IV. TOR - SCOPE OF WORK

The scope of work under this ToR to be conducted, as minimum by the consultancy firm in order to meet the objectives of this ToR and to achieve the project goals to the maximum beneficiary to the universities in energy consumption optimization and the reduction in GHGs as well, is defined herein below:

The ensuing proposal pertains to streamlining the necessary studies, data necessities, and analysis level to the greatest extent possible, while maintaining a satisfactory level of detail and accuracy. This proposal's primary motivation is to mitigate further delays that the project is encountering due to the need to retender Energy Auditors/Engineers. Energy efficiency projects connected on potential opportunities that ensure technical and financial viability with minimal risk, fulfilling the project's goals. In this context, it is essential to evaluate EE/RE opportunities to obtain;

- 1) the opportunity proper sizing,
- 2) the opportunity energy savings/avoided,
- 3) the opportunity's financial analysis in the form of a Life Cycle Cost Analysis
- 4) the baseline energy consumption pre-implementation of the opportunity and the measurement plan and/or the measurement mode,
- 5) the technical specification of components of the opportunity to be included in the ToR of implementation Tender Dossier,
- 6) the bill of quantities and the relevant pricing analysis to be included in the tender document,
- 7) the plan for supervising the ECMs during implementation, and
- 8) the plan for the M&V for opportunity to be performed post the implementation in order to verify the performance guaranteed figure by the contractor.

Under this concept note, the opportunities to be explored within the universities' Energy Efficiency (EE) project will be detailed subsequently. Considering the university proposals submitted for the "Standard EE Projects", the primary opportunities under consideration are:

1. The PV system of "On Grid Roof Top" application to reduce the current energy consumption of the building and reduce the GHG on the generation level.
2. The high efficient lighting technology to replace the existing inefficient ones.
3. The Air Conditioners (Efficient inverter technology/high efficient ACs).
4. The simple controls using the sensors activation for selected parts of the lighting circuits.

It should be noted that, based on the submitted proposals, the first three measures account for nearly 83% of the total budget requested by all universities. Adding the fourth measure (simple controls) brings this to over 85% of the budget. The remaining measures could be considered in the next project phase for the "Lighthouse Projects", where the leftover budget will be allocated accordingly. The subsequent paragraphs and tables outline the minimum requirements for the Terms of Reference (ToR) of the Energy Audits and the Engineering Services for each specific technology under consideration.

PV Opportunity

The verification for the assumed size of the system by the university will be conducted through the following steps:

Step #	Activity to be conducted	Anticipated Output
1	<ul style="list-style-type: none"> • Check the space availability versus the assumed capacity of PV. • Check the space with the surroundings including direction of the south, the shading effect, the fence height. • The consultant has to announce in the ToR of the ECMs implementation that the EPC contractor is responsible for checking roof strength to withstand wind pressure and panels weight, structural integrity based on the existing plans and permits, ...etc. • Check whether the buildings are historical or not. 	<ul style="list-style-type: none"> • Proper Sizing for PV installed capacity. • The Roof plan with coordinates and directions. • Structural Integrity check. Conduct a visual inspection and use other straightforward methods and data collection techniques to assess the structural integrity of the slabs. This includes determining the load capacity of the slabs to ensure they can safely support the PV loads. • All design parameters.
2	<ul style="list-style-type: none"> • Check the building energy consumption rate through the historical data (energy bills if any), representative snapshot measurements (e.g. voltage and current on the low side) and adjustment to seasonality and simulation. 	<ul style="list-style-type: none"> • Baseline energy consumption of building.
3	<ul style="list-style-type: none"> • The PV system simulation, initial design, and initial component selection considering the capacity, area, and location. • This simulation will be conducted through PVSol or PVsys or any other accredited software. 	<ul style="list-style-type: none"> • The contribution of the PV energy yield to the building consumption. • The anticipated guaranteed annual yield of the PV system for each year of the project's lifetime (P90). • The estimated sizing for installed capacity, i.e. PV cells, strings,

		<p>modules, inverters, AC and DC cables, protection, ... etc.</p> <ul style="list-style-type: none"> • A suggested layout for the PV cells and structure (to be reconfirmed by the suppliers). • Monthly expected energy generated throughout the lifetime of the project using real metrological data for the project location. • Expected spare parts for the project lifetime including inverters. • The bill of quantities and the relevant pricing analysis.
4	<ul style="list-style-type: none"> • Techno-economic Feasibility study 	<ul style="list-style-type: none"> • Feasibility Study report with Life Cycle Cost Analysis using the current and future estimate of the electricity prices in Egypt. The GHG reduction shall also be estimated every year throughout the project lifetime due to the reduction of the electricity generated from the current fuel mix.
5	<ul style="list-style-type: none"> • The technical specification for the PV system components. • The technical specific and general conditions for the contractor who will conduct the opportunity as EPC (Engineering, Procurement, and Construction Contractor). 	<ul style="list-style-type: none"> • The technical specification document as part of the tender document. • This document shall be as per the applied codes and standards in

		Egypt, i.e. EgyptEra, IMC's Egypt-PV project, ...etc.
6	<ul style="list-style-type: none"> Simplified plan for supervision 	<ul style="list-style-type: none"> Simplified plan for supervision

High Efficient Lighting Opportunity

The verification for the assumed size and numbers by the university will be conducted through the following steps:

Step #	Activity to be conducted	Anticipated Output
1	<ul style="list-style-type: none"> Check the building energy consumption rate through the historical data (energy bills if any) and snapshot representative measurements adjusted to hours of use and seasonality. Check the mode of operation for each circuit (Operating hours). Measure in snapshot for representative circuit(s) loading (e.g. voltage and current on the low side) and the corresponding lighting intensity. 	<ul style="list-style-type: none"> Baseline energy consumption of building. Proper count for the number of lighting circuits. The opportunity baseline data with the existing system.
2	<ul style="list-style-type: none"> Set the proper sizing for the replacement of lamps/fixtures (Wattage and numbers) in order to satisfy the international standards for educational buildings. Calculation for Energy Savings. 	<ul style="list-style-type: none"> Quantifying the anticipated energy savings. The bill of quantity and the relevant Pricing Analysis related to different circuits to be implemented. The contribution of the energy savings to the existing opportunity baseline for consumption.
3	<ul style="list-style-type: none"> The techno-economic feasibility study considering the minimum 	<ul style="list-style-type: none"> Feasibility Study report including Life

	guaranteed lifetime of the lamps/fixtures.	Cycle Cost Analysis.
4	<ul style="list-style-type: none"> The technical specification for Efficient lighting system components. The technical specific and general conditions for the contractor who will conduct the opportunity as EPC (Engineering, Procurement, and Construction Contractor). 	<ul style="list-style-type: none"> The technical specification document as part of the tender document.
5	<ul style="list-style-type: none"> Simplified plan for supervision 	<ul style="list-style-type: none"> Simplified plan for supervision

High Efficient Split Type Air Conditioners

The verification for the assumed size and numbers by the university will be conducted through the following steps:

Step #	Activity to be conducted	Anticipated Output
1	<ul style="list-style-type: none"> Check the building energy consumption rate through the historical data (energy bills if any) and snapshot representative measurements (e.g. voltage and current on the low side) adjusted to hours of use and seasonality. Check the number of existing inefficient air conditioners and capacities installed. Check the mode of operation per each air conditioners (daily operating hours, controls of operation, and age). Representative snapshot measurements (power and internal and external ambient temperatures) for air conditioners to assess the existing performance efficiency. Calculate for the seasonal cooling degree days based on the weather historical data. 	<ul style="list-style-type: none"> Baseline energy consumption of building. Proper count for the number of air conditioners. The opportunity baseline data with the existing system related to the existing performance efficiency according to the use of the building and the system.

	<ul style="list-style-type: none"> Set the baseline data of consumption of the opportunity. 	
2	<ul style="list-style-type: none"> Set the proper size for the ACs. Investigate the anticipated energy consumption of the new efficient technology. Calculate the anticipated energy savings. 	<ul style="list-style-type: none"> Quantifying the anticipated energy savings. The bill of quantities and the relevant Pricing Analysis related to different circuits to be implemented. The contribution of the energy savings to the existing opportunity baseline for consumption.
3	<ul style="list-style-type: none"> The techno-economic feasibility study 	<ul style="list-style-type: none"> Feasibility Study report with Life Cycle Cost Analysis.
4	<ul style="list-style-type: none"> The technical specification for Efficient air conditioners and associated components. The technical specific and general conditions for the contractor who will conduct the opportunity as EPC (Engineering, Procurement, and Construction Contractor). 	<ul style="list-style-type: none"> The technical specification document as part of the tender document.
5	<ul style="list-style-type: none"> Simplified plan for supervision 	<ul style="list-style-type: none"> Simplified plan for supervision

Simple Control System

The verification for the assumed size and numbers by the university will be conducted through the following steps:

Step #	Activity to be conducted	Anticipated Output
1	<ul style="list-style-type: none"> Check the building energy consumption rate through the historical data (energy bills if any) and snapshot representative 	<ul style="list-style-type: none"> Baseline energy consumption of building.

	<p>measurements adjusted to hours of use and seasonality.</p> <ul style="list-style-type: none"> • Check the number of existing circuits to be controlled via sensors. • Snapshot representative measurements (e.g. voltage and current on the low side) for anticipated controlled circuit. • Check the mode of operation for each circuit (Operating hours). • Simulate the baseline of existing consumption. 	<ul style="list-style-type: none"> • Proper count for the number of circuits to be controlled. • The opportunity baseline data with the existing system related to the existing performance mode.
2	<ul style="list-style-type: none"> • Set the inventory for the sensors, circuits to control, and the associated components to activate the control action. • Calculate the anticipated energy savings. 	<ul style="list-style-type: none"> • Quantifying the anticipated energy savings. • The bill of quantity and the relevant Pricing Analysis related to different circuits to be implemented. • The contribution of the energy savings to the existing opportunity baseline for consumption.
3	<ul style="list-style-type: none"> • The techno-economic feasibility study 	<ul style="list-style-type: none"> • Feasibility Study report with Life Cycle Cost Analysis.
4	<ul style="list-style-type: none"> • The technical specification for control system and associated components. • The technical specific and general conditions for the contractor who will conduct the opportunity as EPC (Engineering, Procurement, and Construction Contractor). 	<ul style="list-style-type: none"> • The technical specification document as part of the tender document.
5	<ul style="list-style-type: none"> • Simplified plan for supervision 	<ul style="list-style-type: none"> • Simplified plan for supervision

It is to be noted the following:

- 1. All stated ECMs above are common among the different 18 universities.**

I. SCOPE OF WORK TIMEFRAME

The services shall be conducted by the Consultancy Firm Under this ToR shall follow the tabulated timeframe stated herein for all the universities within each lot.

#	Activity (with deliverables)	Deliverables	Duration (Working Days)
A	Kick off meeting upon the Award of This ToR Contract	Minutes of Meeting (MoM)	1
B	Task #1: Walkthrough, Verification for ECMs, Snapshot measurements	Short progress report*	A+12
C	Task #2: Data Analysis, Baseline Data, ECMs Feasibility, Life Cycle Cost Analysis	Short progress report*	B+15
D	Tasks #3: ECMs Conceptual Design, Bill of Quantities and the relevant Pricing Analysis	Short progress report*	C+13
E	Task #4: ECMs Technical Specification Document	Short progress report*	D+12
F	Total of Tasks #1 to #4	Draft Final Report*	53
G	Task #5 Methodology Approach and action plan for Supervision on Installation of ECMs	Short progress report*	F+10
G	Task #6 for Measurement and Verification plan	Short progress report*	F+10
H	Final Reporting	Final Report (Annex I)	G+5

It has to be noted that the above-mentioned “Duration” in Working Days, indicates the period until completion of the specific task and not the actual calendar days. This period does not include any potential delays by the universities as well as review and acceptance of the reports by SCU.

The consultancy firm/consortium shall submit a Gant chart **for each university within the lot** indicating the names of experts with no overlapping between universities.

(*) The consultancy firm/consortium shall submit a short report of activities undertaken and completed in the end of each task of this ToR.

ANNEX I

CONTENT OF REPORT

The exact content of the report shall be appropriate to the scope, boundary, and audit objective of the energy audit/survey.

The content of the Report should be as follows:

- a) Executive summary
 - 1) summary of energy use and consumption.
 - 2) List of ECMs and their expected energy output (Energy Savings, Renewable Energy Production)
- b) Background
 - 1) general information on the audited organization, energy auditor/engineer and energy audit/survey methodology and limitations.
 - 2) context of the Energy Auditors/Engineers;
 - 3) description of the audited object(s);
- c) Energy Auditors/Engineers
 - 1) information on data collection;
 - i) measurement plan
 - ii) statement about which data was used (data acquisition frequency, which is measured and which is estimated);
 - iii) copy of key data used and test reports;
 - 2) analysis of energy performance and energy performance indicator(s);
 - 3) basis for calculations, estimates and assumptions;
 - 4) Building Baseline Consumption
 - 5) Specific Loads (Lighting, A/C) Baseline Consumption
- d) Opportunities for improving energy performance
 - 1) the suggested opportunities (ECMs);
 - 2) assumptions used in calculating energy savings and the resulting accuracy of calculated energy savings and benefits;
 - 3) assumptions used in calculating costs of implementation and the resulting accuracy;
 - 4) appropriate economic analysis (e.g. simple payback, LCCA) including known financial incentives and any non- energy gains;
 - 5) potential interactions with other proposed recommendations.
- e) ECMs Conceptual Design, Bill of Quantities and the relevant Pricing Analysis
 - 1) Sizing of systems.
 - i) **For PV:** The estimated sizing for installed capacity, i.e. PV cells, strings, modules, inverters, AC and DC cables, protection, etc. A suggested layout for the PV cells and structure.

- ii) **For Lighting and AC:** The estimated sizing for installed capacity
 - 2) The bill of quantities and the relevant pricing analysis for each ECM.
 - 3) Expected spare parts for the project lifetime for each ECM.
- f) The technical specification documents for each ECM as part of the tender document.
- g) Simplified plan for supervision of the various ECMs.
- h) Measurement and Verification plan for each ECM. Measurement and verification methods suggested/recommended for use in post-implementation assessment of the recommended opportunities.
- i) Conclusions.

ANNEX III: Organization & Methodology

(Guidelines& Templates)

Organisation & Methodology (Guidelines& template)

(To be completed by the tenderer for each lot participated in)

1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

2. PREVIOUS EXPERIENCE

Previous experience of the company/consortium in a table form: To be repeated for each project

Assignment Title:			Country of Assignment:		
Name of Client:			Type of Experts Provided by Your Firm/Consortium:		
Address of Client :			Approx. Value of Services:		
Client Reference contact:			Total No of Expert days: No of Experts Days Provided by Your Firm/Consortium:		
Start	Date	Contracted	Completion	Date:	Actual or estimated completion date (if on-going):
Narrative Description of Project:					
Description of specific tasks performed by staff.					
Name of project director:					

3. STRATEGY AND METHODOLOGY

- An outline of the approach proposed for contract implementation
- The methodology to implement each task
- The related inputs and outputs to complete each task with details on measuring equipment already available or rented, any software, specifications and specific programs that are required to perform each task.
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them

- A description of the support facilities (junior engineers and auditors and backstopping team) that the team of senior/Junior experts will use and the duties for each senior and junior expert and the backstopping per task
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in clause 3 of the Instructions to tenderers, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

4. TIMETABLE OF ACTIVITIES/TASKS

- The timing, sequence, and duration of the proposed activities and task, considering mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference
- The expected number of working days required from each expert during the period of execution of the contract (use Microsoft Project or equivalent)
- The role of each expert and backstopping team distributed by tasks

5. LOGFRAME (if considered appropriate by the tenderer)

A Logical framework reflecting the considerations described in items 1 – 4

ANNEX IV-SENIOR AND JUNIOR EXPERTS (A LIST FOR EVERYONE AND CURRICULUM VITAE FOR THE 4 POSITIONS ONLY)

1- SENIOR AND JUNIOR EXPERTS

USE EXTRA SHEETS IF NEEDED

Name of expert	Role in the project	Field/Fields of experience according to the tasks	Years of experience in each field	Specialist areas of knowledge according to the Energy Conservation and Efficiency Measures (ECMs)	Educational background	Total proposed period during the project implementation in this lot	Number of total Lots proposed for

1- CURRICULUM VITAE

Proposed role in the project: According to the Proposed Tasks)

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. **Membership of professional associations:**
9. **Other skills relevant to your role in the project:** (e.g. Computer programs, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

Country	Date from - Date to

14. Professional experience record: To be repeated for each project

Date:	
Location:	
Company:	
Position:	
Description:	

15. Other relevant information (e.g., Training, Publications, etc. relevant to the project):

16. Certification:

I, the undersigned, certify that to the best of my knowledge, belief and information, these data are complete and true and correctly describe me, my qualifications, and my experience.

I also hereby undertake to present the original documents for verification immediately upon demand by the concerned authorities of the SCU.

Name of expert:

Signature:
Date:

Name of authorised representative
of the firm:

Signature:
Date:

PART I-C

C. TENDER SUBMISSION FORMS

SERVICE TENDER SUBMISSION FORM

Ref: SCU_ 03

Contract title: Energy Auditors/Engineers services for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project

One signed original and three copies of this form and each of the documents mentioned in it must be supplied.

1 SUBMITTED by

Tenderer name *	
---------------------------	--

* In the case of a consortium, insert the agreed name of the consortium

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
e-mail	

3 STATEMENT

I, the undersigned, being the authorized signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organisation & Methodology
- Key experts (comprising a list of the key experts and their CVs)
- Tenderer's declaration (including one from every consortium partner, in the case of a consortium)
- Statements of exclusivity and availability signed by each of the key experts

Our bank account details are as follows: <account number, name, IBAB, address and any correspondent bank>. This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers. Signed on behalf of the tenderer.

Name	
Signature	
Date	

4 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each consortium partner, in the case of a consortium).

[On headed notepaper]

<Date>

<The Supreme Council of Universities >

Your ref: < SCU _ 03 >

Lot #:

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your advertisement published on xxx date in xxx newspaper to tender for the above contract, we hereby declare that we:

- nominate the following person to act on our behalf for the purposes of this tender and any subsequent contract based on it:

Name	
Position	
Organisation	

- Have no potential conflict of interests or any relation with other short-listed candidates or other parties in the tender procedure at the time of the submission of this tender;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract; and
- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this contract.

Yours faithfully

<Signature of authorised representative of the tenderer>

< Name and position of authorised representative of the tenderer >

FINANCIAL OFFER

(to be submitted separately in the financial offer)

PUBLICATION REFERENCE: SCU_3

NAME OF TENDERER: [.....]

Lot #:

CONTRACT TITLE: Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project

I, the undersigned, being the authorized signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above.

The price of Lot # [] of our tender is [-----] EURO

URO.

University Name	Total Value (EURO)
Task #1	
Task #2	
Task #3	
Task #4	
Sub-Total (net value without any taxes)	
Taxes	
Grand Subtotal (including taxes)	
Task #5 (Without any taxes)	
Task #6 (Without any taxes)	
Taxes for tasks #5 and #6	
Grand Subtotal for tasks #5 and #6 (including taxes)	
Grant Total without ant any taxes	
Grant Total with taxes	

Note:

All taxes and duties related to the cost of this tender will be covered by SCU as own contribution. The value added taxes will be calculated as 10% of the total EGP disbursements

Our bank account detail is as follows:

Account Number	
Account Name	
IBAN Number	
Bank Name & Address	

Signed on behalf of the tenderer with Company seal

Name	
Signature	
Date	

STATEMENT OF EXCLUSIVITY AND AVAILABILITY²
PUBLICATION REF: SCU _03

(TO BE COMPLETED BY ALL KEY EXPERTS)

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer “Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project” in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included if this tender is successful, namely:

From	To
< start of period 1 >	< end of period 1 >
< start of period 2 >	< end of period 2 >
< etc >	

I confirm that I am not engaged in another project in a position for which my services are required beyond the expected starting date of my services under this tender.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the SCU- Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the SCU- Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	

² To be completed by all key experts

Declaration of Undertaking

Energy Auditors/Engineers for "Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project "

Reference Number: SCU_03

We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture, or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

1. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the*

³ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*declaration of tax conformity;*2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

2. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

4. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

6. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
7. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

PART II

A- CHECKLIST FOR TENDER OPENING ADMINISTRATIVE COMPLIANCE GRID

**Checklist for tender opening
Administrative Compliance Grid**

Contract title:	Energy Auditors/Engineers for Energy Conservation and Efficiency Measures (ECMs) in Public Buildings (Universities) Project	Publication reference:	SCU_03 - Lot #
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*Upon opening the Technical Envelop during the Tender Opening Session, submitted tenders will be checked for their administrative compliance in accordance with the following grid. Only administratively compliant tenders will be eligible to be evaluated technically.

Tender envelope number	Tenderer name	Tender Guarantee submitted? (Yes/No)	Tender submission form duly completed? (Yes/No)	Tenderer's declaration (signed by each consortium partner, if appropriate)? (Yes/No)	Language as required? (Yes/No)	Organisation & methodology exists? (Yes/No)	Key experts (list + CVs)? (Yes/No)	Key experts are presented in only one tender? (Yes/No)	All key experts have signed statements of exclusivity & availability? (Yes/No)	Sub-contracting statement acceptable? (Yes/No/Not Applicable)	Overall decision? (Accept / Reject)
1											
2											
3											
4											
5											
6											
7											
8											

Chairman's name	
Chairman's signature	
Date	