

Energy Efficiency in Public Buildings (Universities)

Egyptian-German Financial Cooperation



german
cooperation

DEUTSCHE ZUSAMMENARBEIT

KFW



German Financial Cooperation

With

Arab Republic of Egypt

THE SUPREME COUNCIL OF UNIVERSITIES (SCU)

Energy Efficiency in Public Buildings (Universities) Project

BMZ No: 2010.70.192

Bidding Documents

for

**For the procurement of Supervision Engineering
Services for the Project of Energy Conservation
Measures in Public Buildings (Universities)**

The project executing agency (PEA):

The Supreme Council of Universities (SCU)

February 2026

KfW Procurement No 513644

| | |
|---|--|
| <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> |
| <p>Funding through</p> | <p>Federal Republic of Germany KfW Office Frankfurt Palmengartenstrasse 5–9, 60325 Frankfurt, Germany Phone: +49 (69) 7431- 8095 E-Mail: Julia.Heinz@kfw.de</p> |
| <p>Overall programme supervision and coordination by International Consultant (IC):</p> | <p>GOPA TECH GmbH Hindenburgring 18 61348 Bad Homburg, Germany</p> <p>52 Ahmed Fakhry Street, Nasr City, Cairo governorate, Arab Republic of Egypt</p> <p>Eng. Georgios Markogiannakis Tel: +2 0127 193 8999 E-Mail: Georgios.Markogiannakis@gopa.eu</p> |

NCB Ref. # KfW 513644

Date: 6/02/2026

Dear Sir/Madam.

Introduction to Tender Dossier

This tender concerns the activities that have to 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 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 with the existing structure of the Governmental Buildings (Very Specific the universities buildings). These potential 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 Conditioning Systems |
| 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 Measures (ECMs)

need further investigation that had been conducted by a Consultancy Firm to get the potential ECMs. Upon this, a tender document has been issued by the SCU for the implementation of techno-economical viable PV Systems. On nominating the works contractors to implement the PV Systems, it is a must to hire a consultancy firm that must conduct the supervision services for this implementation phase. Therefore, the Terms of Reference (ToR) in this tender will illustrate all tasks, requirements, and objectives to be conducted and achieved by the Supervision Service Provider.

This ToR concerns with the supervision activities/tasks that shall be conducted for the implementation of the following PV Systems in 18 universities:

- The implementation of the PV Plants distributed over the buildings of the universities illustrated herein after in this ToR.

| Name of University | Number of Buildings | Name of University | Number of Buildings |
|--------------------|---------------------|--------------------|---------------------|
| Zagazig | 18 | Tanta | 3 |
| Aswan | 3 | Helwan | 3 |
| Assiut | 4 | Ain Shams | 6 |
| New Valley | 3 | Benha | 3 |
| Al Arish | 5 | Suez Canal | 2 |
| Damietta | 1 | El Fayoum | 3 |
| Cairo | 1 | Alexandria | 3 |
| Port Said | 2 | Minia | 2 |
| Suez | 1 | Mansoura | 1 |

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 bidders*
- 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 bidders before 12:00 noon on **Date: 10/03/2026** 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 Dr. Tarek Abdel Salam

Project Director

PART I - A

A. Instructions to Bidders

Table of Contents

| | |
|--|-----------|
| 1. Timetable | 11 |
| 2. Eligibility Criteria | 11 |
| 3. Participation | 13 |
| 4. Content of tenders | 13 |
| 4.1. All offers shall be submitted in English | 13 |
| 4.2. TECHNICAL OFFER REQUIREMENTS (Technical Envelope) | 13 |
| 4.3. FINANCIAL OFFER (Financial Envelop) | 16 |
| 4.4. Minimum NUMBER OF Universities | 18 |
| 4.5. ALTERATION OR WITHDRAWAL OF TENDERS | 19 |
| 4.6. COSTS FOR PREPARING TENDERS | 19 |
| 4.7. OWNERSHIP OF TENDERS | 19 |
| 4.8. Preliminary Examination of Applications/Offers | 19 |
| 4.9. EVALUATION OF TENDERS | 20 |
| 1. Background and Description | 62 |
| 2. TOR Objectives | 63 |
| 3. supervision services – Obligations and Requirements | 64 |
| 3.1. General Obligations | 64 |
| 3.2. The Requirements | 65 |
| 3.3. Conditions to be Considered | 66 |
| 4. TOR - Scope of Work | 69 |
| 5. Scope of Work Timeframe | 71 |
| 6. Technical Offer Requirements The consultancy firm/ consortium shall submit the technical offer separately from the financial offer and composing of the followings as minimum: | 71 |
| 7. Financial Offer Requirements | 73 |
| Statement of exclusivity and availability Publication ref: ----- | 92 |
| (To be completed by all key experts) | 92 |

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 |
| TP | 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 Supervision Service Provider) |
| 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: KfW Procurement 513644

In submitting their tenders, bidders 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. TIMETABLE

| | DATE* | TIME** |
|--|---------------|--------|
| Tender newspaper advertisement | 06/02/2026 | - |
| Deadline for request for any clarifications from the Contracting Authority | 23/02/2026 | 15:00 |
| Site visit (if any) | No site visit | |
| Clarification meeting (if any) | 22/02/2026 | 12.00 |
| Last date on which clarifications are issued by the Contracting Authority on the project's website. | 28/02/2026 | 16.00 |
| Deadline for submission of tenders | 10/03/2026 | 12.00 |

* *Provisional date*

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

The clarification meeting will take place in the following address:

Supreme Council of Universities (SCU)

Energy Efficiency Unit of the Supreme Council of Universities,

Cairo University Headquarters (the campus), Giza, Egypt.

Contact: - Prof. Dr. Tarek Abdel Salam

E-mail: Tarak_abdelsalam@eng.asu.edu.eg

2. ELIGIBILITY CRITERIA

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

2.2 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:

2.2.1 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.

2.2.2 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;

2.2.3 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;

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

2.2.5 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

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

2.3 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 Engineering consultation supervision services for potential PV systems in Public Buildings (Universities) Project during the implementation of the allocated PV systems and to work as Employer Supervising Engineer on behalf of the project owner.

4. CONTENT OF TENDERS

This tender is an open tender for the bidders to participate in in accordance with the requirements, obligations, and the conditions stated in this Tender Dossier as described at the respective chapters and the ToR . The content of this Tender Dossiers includes, among other the following that will be considered from the submitted bids:

- The Company's organization structure (see Annex III) for the supervision activities/tasks over the 18 universities with the associated buildings in which the PV systems shall be installed.
- The demonstration of the experience of the key experts and senior/junior engineers.
- The methodology approach for conducting supervision services.
- The supervision services ToR.

4.1. All offers shall be submitted in English

4.2. TECHNICAL OFFER REQUIREMENTS (Technical Envelope)

The consultancy firm/ consortium shall submit the technical offer separately from the financial offer and composing of the followings 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 (amount stated in 4.2.5)
- The Consortium Form and Agreement (if any).
- The consultancy firm/consortium experience in similar tasks related to this ToR and the tender requirements for the PV Systems proposed for the installations by the implementation contractor
- 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 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 bidders must use the following forms provided in the tender dossier. For other requirements, the bidders 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 or JV partner, in the case of JV or 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) must 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. Bidders 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 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 this contract.
 - 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, subject to the contracting authority decision, a replacement for the key expert may be accepted only 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 Supervision Service Provider, 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 [2,000 Euro or equivalent in EGP] using the exchange rate announced in the Central Bank of Egypt 7 days before the deadline of receiving proposals, 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 bank guarantee by an electronic payment to SCU payment.

In Case of a bank guarantee, 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 Supervision services on PV Systems Implementation |
| KfW Procurement No.513644- |

Essential requirements for the letter of guarantee:

The tender guarantee (see attached Guarantee Form) must remain valid for 42 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 in the technical envelope.

4.3. FINANCIAL OFFER (Financial Envelop)

4.3.1. Currency of Bids and currency of Payment

The bidder shall express the bids in Euro. No price modification is foreseen after the tender submission. The payment shall be in EGP equivalent, using the exchange rate of the Central Bank of Egypt in the day of transfer. The Financial offer must state the bidder's price in **Euro (as net price plus taxes and duties)** for providing the services according to its technical offer. **Consequently, the financial offer should be titled "Annex V": Financial Offer with the following:** Contract title: Supervision Services for PV Systems for the "Energy Efficiency in Public Buildings (Universities)" Project.

The financial offer will be submitted to cover all universities as per the tasks provided in the table below. The fees versus the tasks to be conducted for the 18 universities in accordance with the Terms of Reference (ToR) shall be submitted in accordance with the following table:

| # | Name of University | Number of Units | Total Manpower (Man Month) | Total Cost (EURO) |
|------|---|-----------------|----------------------------|-------------------|
| Task | Supervision on Supply, installation, test, commission, and start up PV Plants to be installed in a respective number of buildings in each university, in accordance to the technical specification and full completion of works with the associated required components to operate the plant in safe, continuous, and reliable performance. The supervision shall conduct all required tasks/activities of the ToR. The Total Duration for the supervision is 12 Calendar Months. | | | |
| 1 | Zagazig | 18 | | |
| 2 | Aswan | 3 | | |
| 3 | Assiut | 4 | | |
| 4 | New Valley | 3 | | |
| 5 | Al Arish | 5 | | |
| 6 | Damietta | 1 | | |
| 7 | Cairo | 1 | | |
| 8 | Port Said | 2 | | |
| 9 | Suez | 1 | | |
| 10 | Tanta | 3 | | |

| | | | | |
|----|-------------------|---|--|--|
| 11 | Helwan | 3 | | |
| 12 | Ain Shams | 6 | | |
| 13 | Benha | 3 | | |
| 14 | Suez Canal | 2 | | |
| 15 | El Fayoum | 3 | | |
| 16 | Alexandria | 3 | | |
| 17 | Minia | 2 | | |
| 18 | Mansoura | 1 | | |
| | Total | | | |

All fees mentioned above shall cover all the tasks offered and include the expenses related to travel, accommodation, and any other expenses related to perform the required level of efforts stated in the ToR.

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 disbursements.

4.3.2. Variant Solutions

Variant solutions (alternative) 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 Supervision Service Provider (e.g. sickness or accident). The bidder 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 bidders 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 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:

Attention: Prof. Dr. Tarek Abdel Salam

Email: Tarak_abdelsalam@eng.asu.edu.eg; alyhany14@hotmail.com

Up to 21 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 11 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

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

4.4. Minimum NUMBER OF Universities

The supervision activities/tasks shall be conducted by the supervision services provider (the Bidder) for the 18 universities. Each university shall have the suitable and qualified human resources (Key Experts and Specialized persons) of the bidder. The backstopping experts can participate in different Universities.

Bids must be submitted in **English**, bids should be **received** before 12:00 noon on Date:

---/02/2026

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

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

Bids must be submitted using the double envelope system 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 (Envelope A) (one original hard copy, clearly marked "Original", and 3 copies including an electronic PDF copy on a USB drive, each marked "Copy").**

The Financial envelope (B) must only contain one original hard copy, clearly marked "Original", and 3 copies including an electronic PDF financial copy on a USB drive, each marked "Copy".

Bidders must use the templates provided without any change in the wording or structure.

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 words "Not to be opened before the tender-opening session".
- d) 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;

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

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

4.5. ALTERATION OR WITHDRAWAL OF TENDERS

Bidders 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, bidders 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 bidders will be subject to a screening against the following requirements:

| Criterion | Requirement | Single Entity | Joint Venture | | | Submission Requirements |
|---------------------------|---|----------------|-----------------------|------------|-----------|--|
| | | | All Parties Combined | Each Party | One Party | |
| Turnover annually | Minimum turnover of 200,000 euro (minimum turn-over for the last three years) | Must meet req. | 100% | 25% | 50% | Form FIN-1 attached by financial statements for the last three years accredited by an independent external auditor |
| Similar Experience | A minimum of two (2) similar ¹ contracts specified below that have been satisfactorily and substantially ² completed as a supervision engineer, or joint venture member, during the past 5 five years | Must meet req. | Must meet requirement | N/A | N/A | Form EXP – 2: Experience Attached with completion certificate issued from the Employer |

Responsive bidders will be evaluated in accordance with the technical criteria and scoring system which is stated in the Individual Technical Evaluation Sheet.

The quality of each technical offer 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:

¹ The similarity shall be based on the physical size, complexity, methods/technology, value contracts

² Substantial completion shall be based on 80% or more completed under the contract.

Individual Technical Evaluation Sheet

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

| # | Evaluation Items | Maximum Score (Points) | Actual Score of Evaluator | Remarks |
|---|--|------------------------|---------------------------|--|
| 1 | Firm /Consortium Past Experience Relevant to ToR Tasks | 15 | | The scale of Evaluation per each item is from 0.0 up to the Maximum Score Points |
| 2 | Project Team Organization Structure over the 18 Universities in accordance to the number of PV Systems and Buildings | 20 | | |
| 3 | Senior Experts CVs | 30 | | |
| 4 | Junior Engineers CVs | 15 | | |
| 5 | Methodology Approach for all activities and tasks under this ToR along with the necessary provisions for quality assurance | 20 | | |
| | Maximum Score to Achieve (100%) | 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 bidder 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 0.30

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 this service for the 18 universities (without taxes and duties) should be less than the maximum budget.

Confidentiality

The whole evaluation procedure, 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 bidders 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 bidders 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, bidders 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 bidders.

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

DRAFT SERVICE CONTRACT

The Supreme Council of Universities
Energy Efficiency Unit of the Supreme Council of Universities,
Cairo University Headquarters (the campus),
Giza, Egypt, PO Box 12613

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the service provider >

[<Official registration number>]

<Full official address>

[<VAT number>],

(‘the Engineer’)

of the other part,

have agreed as follows:

CONTRACT TITLE < Supervision Services for PV Systems for the "Energy Efficiency in Public Buildings (Universities)" Project >

Identification number < KfW Procurement No 513644>

Article 1 - Subject

- 1.1 The subject of this Contract is supervision services for PV Systems for the "Energy Efficiency in Public Buildings (Universities)" Project with identification number KfW Proc No. 513644 (“the services”).
- 1.2 The Engineer shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract.

Article 2 - Structure of the contract

The Supervision Service Provider will carry out the services on the terms and conditions set out in this contract, which comprises, **in the following order of precedence:**

- The contract agreement
- The special conditions
- Annex I: the general conditions

- Annex II: the terms of reference [including clarification before the deadline for submitting tenders and minutes of the clarification meeting]
- Annex III: organization and methodology [including clarification from the tenderer provided during tender evaluation]
- Annex IV: Senior and Junior Experts List
- Annex V: tender documents
- Annex VI: technical and financial proposal submitted by the service provider

Article 3 - Contract Value

This contract, established and paid in Euros. The Contract is a **Fee-based contract**. The contract value in Euro is **<amount>** without taxes and **<amount>** with Taxes

Article 4 - Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority shall be English.

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 Supervision Service Provider.

Article 5 - Period of execution and Commencement date

The Supervision services contract execution period shall not exceed 12 calendar months covering all activities/tasks of the supervision services for all PV Systems assigned to the implementation of contractors. This period of execution shall commence by the day of the administrative order which is linked to the works implementation in the sites.

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.

For the Supervision Service Provider

Name:

Function:

Signature:

Date:

For the Contracting Authority

Name:

Function:

Signature:

Date:

Contract Special Conditions

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions.

Article 2 – Communication

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Supervision Service Provider 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: | Prof. Dr. Tarek Abdel Salam | ("the Project Manager") |
| Address: | Supreme Council of Universities (SCU) Energy Efficiency Unit of the Supreme Council of Universities, Cairo University Headquarters (the campus), Giza, Egypt, PO Box 12613 | |
| Telephone: | +202 35738583 / (35716348) | |
| e-mail: | Tarak_abdelsalam@eng.asu.edu.eg alyhany14@hotmail.com | |

For the Supervision Service Provider:

| | |
|-------------------|--|
| Name: | |
| Address: | |
| Telephone: | |
| e-mail: | |

Article 9: Performance Guarantee

9.4 The performance guarantee shall be denominated in Euro or equivalent EGP in the day of issuance and equivalent to 10% of the total contract price. Since the contract is expressed in Euro, 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 issuance. No payments shall be made in favour of the Supervision Service Provider prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

Article 16 Insurance arrangements

In addition to the GCC, the Supervision Service Provider is required to provide against risks and the minimum coverage a professional indemnity insurance, with a minimum coverage of *110% of the contract price*.

At its own expense, the Supervision Service Provider shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Supervision Service Provider 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.

The Supervision Service Provider 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 Egyptian law.

Article 22 Delays in performance

22.1 If the Supervision Service Provider does not perform the services within the period of execution specified in the contract, the Contracting Authority 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 Contracting Authority may, after giving notice to the Supervision Service Provider:

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

Article 29 Reporting

The Supervision Service Provider shall submit technical reports as specified in the Terms of reference.

Article 30 Payments and bank account

Payment will be made in Euro into the following bank account:

Account number: <account number>
Name of holder: <account name>
Address of bank: <address>

Payments The payments will be as follows:

The payment shall be in EGP equivalent to the due Euro amount, applying the exchange rate on the date of transfer.

EURO

20% Advance payment against an unconditional bank letter of guarantee
70% on **Tri- Monthly** basis invoices (over the contract duration) supported
by **quarterly report** representing the conduction of the service tasks
stated in the ToR.

10% of payment shall be made by the completion of all tasks with its
associated deliverables, submission of reports/documents as per the
TOR requirements and their acceptance by the Contracting Authority
and KfW.

Upon successful contract completion, the letter of guarantee will be returned
to the Supervision Service Provider Company.

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

Article 40 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.

ANNEX I: GENERAL CONDITIONS

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**

**الشروط العامة لعقود الخدمات الممولة من المجلس
الأعلى للجامعات**

CONTENTS

PRELIMINARY PROVISIONS

ARTICLE 1 DEFINITIONS

**ARTICLE 2 NOTICES AND WRITTEN
COMMUNICATIONS**

ARTICLE 3 ASSIGNMENT

ARTICLE 4 SUB-CONTRACTING

ARTICLE 5 ELIGIBILITY CRITERIA

ARTICLE 6 DOMESTIC PREFERENCE

ARTICLE 7 LANGUAGE

ARTICLE 8 TENDER GUARANTEE

ARTICLE 9 PERFORMANCE GUARANTEE

OBLIGATIONS OF IMC

ARTICLE 10 SUPPLY OF INFORMATION

**OBLIGATIONS OF THE SUPERVISION SERVICE
PROVIDER**

ARTICLE 11 GENERAL OBLIGATIONS

ARTICLE 12 CODE OF CONDUCT

ARTICLE 13 CONFLICT OF INTEREST

ARTICLE 14 SPECIFICATIONS AND DESIGNS

ARTICLE 15 INDEMNIFICATION

ARTICLE 16 MEDICAL AND INSURANCE

ARRANGEMENTS

**ARTICLE 17 PROPRIETARY RIGHTS IN
REPORTS AND DOCUMENTS**

NATURE OF THE SERVICE

ARTICLE 18 THE SCOPE OF THE SERVICES

ARTICLE 19 PROVISION OF EXPERTS

ARTICLE 20 PERSONNEL AND EQUIPMENT

ARTICLE 21 REPLACEMENT OF PERSONNEL

PERFORMANCE OF THE CONTRACT

ARTICLE 22 DELAYS IN PERFORMANCE

ARTICLE 23 SUSPENSION

ARTICLE 24 AMENDMENT OF THE CONTRACT

ARTICLE 25 WORKING HOURS

ARTICLE 26 INFORMATION

ARTICLE 27 RECORDS

ARTICLE 28 FINAL REPORT

**ARTICLE 29 APPROVAL OF REPORTS AND
DOCUMENTS**

PAYMENTS

ARTICLE 30 PAYMENT

ARTICLE 31 REVISIONS OF PRICES.

ARTICLE 32 PAYMENTS TO THIRD PARTIES.

ARTICLE 33 CURRENCY OF TENDERS

ARTICLE 34 CURRENCY OF PAYMEN

المحتويات

الأحكام الأولية

البند 1 تعريفات

البند 2 الإخطارات والمكاتبات.

البند 3 التنازل

البند 4 التعاقد من الباطن

البند 5 معيار الأهلية

البند 6 تفضيل العنصر المحلي

البند 7 اللغة

البند 8 تأمين ابتدائي

البند 9 تأمين تنفيذ الاعمال النهائي

التزامات الجهة المتعاقدة

البند 10 تقديم المعلومات

التزامات الاستشاري

البند 11 التزامات عامة

البند 12 قواعد السلوك

البند 13 تضارب المصالح

البند 14 المواصفات والتصميمات

البند 15 التعويضات

البند 16 الإجراءات الطبية والتأمينية

البند 17 حقوق الملكية بالنسبة للتقارير والوثائق

طبيعة الخدمة

البند 18 نطاق الخدمات

البند 19 توفير خبراء

البند 20 العاملين والمعدات

البند 21 استبدال العاملين

تنفيذ العقد

البند 22 التأخر في التنفيذ

البند 23 تعليق الاعمال

البند 24 تعديل بنود العقد

البند 25 ساعات العمل

البند 26 المعلومات

البند 27 السجلات

البند 28 التقرير النهائي.

البند 29 اعتماد التقارير والوثائق.

طرق السداد

البند 30 السداد.

البند 31 مراجعة الأسعار.

البند 32 السداد لطرف ثالث

البند 33 العملة المستخدمة في العطاءات

البند 34 العملة المستخدمة في السداد.

| | |
|---|--|
| <p>BREACH OF CONTRACT AND TERMINATION ARTICLE 35 BREACH OF CONTRACT ARTICLE 36 TERMINATION BY THE SCU ARTICLE 37 TERMINATION BY THE SUPERVISION SERVICE PROVIDER ARTICLE 38 FORCE MAJEURE. ARTICLE 39 DECEASE</p> <p>SETTLEMENT OF DISPUTES ARTICLE 40 SETTLEMENT OF DISPUTES</p> | <p>الإخلال بنود العقد وإنهائه البند 35 الإخلال بنود العقد البند 36 إنهاء العقد من جانب المجلس الأعلى للجامعات البند 37 إنهاء العقد من جانب الاستشاري. البند 38 القوى القاهرة البند 39 الوفاة.</p> <p>تسوية المنازعات البند 40 تسوية المنازعات</p> |
| <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 Supervision Service Provider 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>Cash flow forecast: The Supervision Service Provider's estimate of the cash flows arising directly from the execution of the contract.</p> <p>Supervision Service Provider: the party which will perform the services, also known as the Engineer.</p> <p>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.</p> <p>Contracting Authority: Supreme Council of Universities (SCU). Also know as Employer or Project Executing Agency "PEA"</p> <p>Contract value: the sum stated in the contract representing the maximum or total amount payable for the provision of the services.</p> <p>Day: calendar day.</p> | <p>البند 1- تعريفات</p> <p>1-1 لا تعتبر عناوين البنود جزءا 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> <p>التنبؤ بالتدفقات النقدية: هي تقديرات الاستشاري للتدفقات النقدية الناجمة مباشرة نتيجة تنفيذ العقد.</p> <p>استشاري الإشراف على التنفيذ: هو الطرف الذي يقوم بتنفيذ الخدمة، أيضا يعرف باسم المهندس.</p> <p>العقد: والاتفاقية الموقعة بين الطرفين بغرض تنفيذ هذه الخدمة بكل ما تشمله من ملحقات ومستندات منصوص عليها في العقد.</p> <p>الجهة المتعاقدة: (المجلس الأعلى للجامعات). أيضا يشار إليه بالمالك أو الجهة المنفذة</p> <p>قيمة العقد: هي قيمة المبلغ المذكور بالعقد والذي يمثل الحد الأقصى أو إجمالي المبلغ الواجب صرفه بشأن تنفيذ الخدمة.</p> <p>اليوم: يوم من أيام السنة الميلادية.</p> |

| | |
|---|--|
| <p>Fee-based contract: a contract under which the services are provided on the bases of fixed fee rates.</p> <p>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.</p> <p>GOE: Government of Egypt .</p> <p>Global price contract: a contract under which the services are performed for an all-inclusive fixed price.</p> <p>Liquidated damages: the compensation stated in the contract as being payable by one contracting party to the other for failure to perform the contract or part thereof.</p> <p>Month: Calendar month</p> <p>National currency: LE. Egyptian Pound.</p> <p>Project: the project in relation to which the services are to be provided under the contract.</p> <p>Project Manager: the natural or legal person responsible for monitoring the implementation of the contract on behalf of SCU.</p> <p>SERVICES: activities to be performed by the Supervision Service Provider under the contract such as technical assistance, studies, training, and designs.</p> <p>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 Supervision Service Provider and/or the results to be achieved by it.</p> <p>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.</p> <p>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</p> | <p>عقد محدد الأتعاب: هو ذلك العقد الذي تقدم من خلاله الخدمة مقابل معدلات أتعاب ثابتة.</p> <p>التعويضات العامة: هو المبلغ الذي يتم تحديده من قبل المحكمة أو لجنة التحكيم أو المتفق عليه بين الأطراف ولم يكن مذكورا آنفاً بالعقد كتعويض مستحق الدفع بالنسبة للطرف المتضرر من إخلال الطرف الآخر ببند العقد.</p> <p>الحكومة: يشار إليها بالحكومة المصرية</p> <p>عقد بسعر إجمالي: هو ذلك العقد الذي يتم من خلاله تنفيذ الخدمة بسعر ثابت يشمل تنفيذ جميع البنود.</p> <p>التعويضات المقررة: هو مبلغ التعويض المذكور بالعقد والمستحق في حالة ما إذا أخل أحد الأطراف في تنفيذ التزاماته المنصوص عليها في العقد.</p> <p>الشهر: هو شهر من السنة الميلادية.</p> <p>العملة المحلية: هي تلك العملة المستخدمة في الدولة التابع لها الجهة المتعاقدة.</p> <p>المشروع: هو المشروع الذي من خلاله تقديم الخدمات المنصوص عليها في العقد.</p> <p>مدير المشروع: هو الشخصية الطبيعية أو القانونية المسؤولة عن متابعة وتنفيذ العقد لصالح المجلس الأعلى للجامعات</p> <p>الخدمات: هي الممارسات التي يقدمه الاستشاري طبقاً للعقد مثل المساعدات الفنية، والدراسات، والتدريب والتصميمات.</p> <p>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 بواجبه وكذلك النتائج المتوقعة.</p> <p>الحدود الزمنية: هي المدد المحددة بالعقد وتبدأ من اليوم التالي لليوم الذي يعتبر بداية هذه المدة. وفي حاله كون اليوم الأخير من المدة عطلة فإن المدة تنتهي بنهاية أول يوم عمل بعد آخر يوم في المدة.</p> <p>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> |
|---|--|

| | |
|--|---|
| <p>shall be deemed to include the feminine and vice versa.</p> <p>1.4 Words importing persons or parties shall include firms and companies and any organization having legal capacity.</p> | <p>4-1 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>2-1 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 Supervision Service Provider transfers its contract or part thereof to a third party.</p> <p>3.2 The Supervision Service Provider 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 Supervision Service Provider 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>3-1 التنازل هو اتفاقية مكتوبة يقوم بموجبها الاستشاري بتحويل العقد أو جزء منه إلى طرف ثالث.</p> <p>3-2 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>3-4 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>4.1 A written agreement by which the Supervision Service Provider entrusts performance of a part of the services to a third party is a sub-contract.</p> <p>4.2 The Supervision Service Provider 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 Supervision Service Provider of its decision, stating reasons, should it withhold such authorization.</p> <p>4.3 No sub-contract can create contractual relations between any sub-contractor and SCU.</p> | <p>البند 4- التعاقد من الباطن</p> <p>4-1 هي اتفاقية مكتوبة يقوم بموجبها الاستشاري بتوكيل تنفيذ جزء من الخدمة إلى طرف ثالث والذي يعتبر مقاول من الباطن.</p> <p>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.</p> <p>4-3 لا يجوز بناء على التعاقد من الباطن أن تكون هناك علاقة تعاقدية بين المقاول من الباطن، والمجلس الأعلى للجامعات.</p> |

| | |
|--|--|
| <p>4.4 The Supervision Service Provider 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 Supervision Service Provider, 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 Supervision Service Provider of subcontractors to perform any part of the services shall not relieve the Supervision Service Provider of any of its obligations under the contract</p> <p>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 Supervision Service Provider 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.</p> <p>4.6 Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract.</p> | <p>4-4 يتحمل الاستشاري أي أفعال أو أخطاء أو إهمال يتسبب فيه المقاول من الباطن، أو خيراؤه، أو وكلاءه، أو موظفيه التابعين له. وينظر إليها على أنها أفعال وأخطاء وإهمال من جانب الاستشاري أو أي من خيراؤه 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 إعفاءه من إيه التزامات منصوص عليها في العقد.</p> <p>4-5 في حالة إذا ما رأيت 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.</p> <p>4-6 يجب أن يتمتع المقاول من الباطن بمعايير الأهلية التي تطبق عند منح هذا النوع من العقود.</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>5-1 تتساوى 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 اجله 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 حاله 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 English and Arabic. In case of any discrepancy, English will prevail.</p> | <p>البند 7- اللغة</p> <p>7-1 تعد كافة مستندات المناقصات ونماذج المناقصات وكافة المستندات اللازمة للحصول على العقد الممول من الحكومة المصرية أما باللغة الإنجليزية و اللغة العربية، في حالة وجود تعارض يتم الرجوع للغة الإنجليزية.</p> |
| <p>Article 8 Tender Guarantee</p> | <p>البند 8- تأمين ابتدائي</p> |

| | |
|--|---|
| <p>8.1 The tender guarantee, for a fixed amount as indicated in the notice of invitation to tenderer, must be provided according to the SCU essential requirements set out their in.</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 bidders 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 بالعبء وبالمبلغ المحدد المنصوص عليه في الدعوة للمناقصة ويجب أن يقدم نقداً أو بشيك مقبول الدفع أو بخطاب ضمان بنكي غير مشروط أو دفع إلكتروني.</p> <p>2-8 يجب أن يكون ضمان العبء سارياً لمدة 90 يوماً بعد تاريخ المدة الزمنية الموضوعية لتقديم العبء أما بالنسبة لضمان العبء المقدم من أصحاب العطاءات التي يتم قبولها يتم الإفراج عنها بعد أقصى 30 يوماً من تاريخ توقيع العقد ويتم إعطاء ما يفيد الإفراج عن ضمان العبء لمقدم العبء الذي تم اختياره بمجرد توقيع العقد وبمجرد تقديم تأمين تنفيذ الأعمال.</p> |
| <p>Article 9 Performance Guarantee</p> <p>9.1 The Supervision Service Provider shall, within 21 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 a percentage of the amount of the contract price, including any amounts stipulated in special conditions to the contract.</p> <p>9.2 The performance guarantee shall be held against payment to the SCU for any loss resulting from the Supervision Service Provider'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 contract is payable. No payments shall be made in favour of the Supervision Service Provider prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.</p> <p>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 Supervision Service Provider to provide a new guarantee on the same terms as the previous one. Should the Supervision Service Provider fail to provide a new guarantee,</p> | <p>البند 9- تأمين تنفيذ الأعمال</p> <p>1-9 يقوم الاستشاري خلال 21 يوماً من تسلمه الموافقة على منحة العقد بتقديم تأمين التنفيذ بالكامل إلى المجلس الأعلى للجامعات ويحدد مبلغ الضمان تحت بند الشروط الخاصة كنسبة 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 الأعمال في صورة خطاب ضمان بنكي أو شيك معتمد أو نقداً. إذا كان من المقرر تقديم تأمين تنفيذ الأعمال 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 الأعمال بنفس العملة المستخدمة في سداد العقد ولن يتم منح الاستشاري إي مبالغ إلا قبل تنفيذ بند العقد الخاص بتقديم تأمين تنفيذ الأعمال ويجب أن يكون هذا الضمان سارياً حتى الانتهاء من تنفيذ العقد بصورة سليمة وملائمة.</p> <p>5-9 إذا ما اتضح عدم قدرة الشخصية الطبيعية أو القانونية عن القيام بالتزاماتها، أثناء تنفيذ العقد، يسري بند تأمين تنفيذ الأعمال. وسيُرسل المجلس الأعلى للجامعات إخطاراً 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 خطاباً مسجلاً يعلم الوصول والذي يحدد فيه مهلة زمنية جديدة لا تقل عن 15 يوماً بدأ من تاريخ استلام الخطاب.</p> |

| | |
|--|--|
| <p>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.</p> <p>9.6 The SCU shall demand payment from the guarantor of all sums for which the guarantor is liable under the guarantee due to the Supervision Service Provider 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 Supervision Service Provider stating the nature of the default in respect of which the claim is to be made.</p> <p>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</p> | <p>6-9 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 وقيل تقديم أي مطالبة من إخطار الاستشاري طبيعة سبب تقديم هذه المطالبة.</p> <p>7-9 فيما لا يتعارض مع الشروط الخاصة يتم استعادة ضمان التنفيذ النهائي خلال 30 يوم من تاريخ صدور شهادة القبول النهائي.</p> |
| <p>OBLIGATIONS OF SCU</p> <p>Article 10 Supply of information</p> <p>10.1 The SCU shall request from the BC to supply the Supervision Service Provider 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 Supervision Service Provider to provide information that the latter may reasonably request in order to perform the contract.</p> | <p>التزامات المجلس الأعلى للجامعات</p> <p>البند 10 - تقديم المعلومات</p> <p>10-1 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>10-2 يتعاون المجلس الأعلى للجامعات قدر استطاعتها مع الاستشاري في توفير المعلومات والتي قد يحتاجها الاستشاري لتساعده في تنفيذ العقد.</p> |
| <p>OBLIGATIONS OF THE SUPERVISION SERVICE PROVIDER</p> <p>Article 11 General obligations</p> <p>11.1 The Supervision Service Provider 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 Supervision Service Provider shall indemnify the SCU against any claims and proceedings arising from any infringement by the Supervision Service Provider, its employees and their dependents of such laws and regulations.</p> | <p>التزامات الاستشاري</p> <p>البند 11 - التزامات عامة</p> <p>11-1 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>11.2 The Supervision Service Provider 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 Supervision Service Provider shall comply with administrative orders given by the Project Manager. Where the Supervision Service Provider 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. Execution of the administrative order shall not be suspended because of this notice.</p> <p>11.4 The Supervision Service Provider 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.</p> <p>11.5 If the Supervision Service Provider 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.</p> <p>11.6 Any alteration of the composition of the consortium without the prior written consent of the SCU shall be a breach of contract.</p> | <p>11-2 على الاستشاري تنفيذ الخدمة المنصوص عليها في العقد على أن يعطيها العناية والكفاية والاجتهاد اللازم طبقاً لأفضل الممارسات المهنية.</p> <p>11-3 على الاستشاري الالتزام بالأوامر الإدارية الموجهة إليه من مدير المشروع وفي حالة 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> <p>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.</p> <p>11-5 في حالة كون الاستشاري مجموعة تتكون من اثنين أو أكثر ، يجب عليهم جميعاً الالتزام بتنفيذ شروط العقد مجتمعين أو منفردين ويكون من سلطة الشخص الذي تم اختياره من بين المجموعة الاستشارية ليمثلهم بشأن هذا العقد أن يرأسهم.</p> <p>11-6 إن أي تغيير في تكوين المجموعة الاستشارية دون موافقة كتابية مسبقة من المجلس الأعلى للجامعات يعد إخلالاً بالعقد.</p> |
| <p>Article 12 Code of conduct</p> <p>12.1 The Supervision Service Provider 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, where appropriate, make this obligation clear to third parties.</p> | <p>البند 12 - قواعد السلوك</p> <p>12-1 على الاستشاري القيام بواجبه في كل الأوقات بولاء وبنزاهة ويكون الناصح الأمين للمجلس الأعلى للجامعات وذلك طبقاً 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 أيضاً عن المشاركة في أي نشاط قد يتعارض مع التزاماته تجاه الجامعة فيما يخص العقد ، لا يعتبر هذا البند ملزماً بأي حال من الأحوال للمجلس الأعلى للجامعات إلا في حالة وجود موافقة كتابية كما يجب على الاستشاري توضيح ذلك الأمر لأي طرف ثالث.</p> |

12.2 For the period of execution of the contract, the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider under the contract.

12.4 The payments to the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of SCU, neither the Supervision Service Provider 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

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 قيامه 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 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 المتعاقدة. 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 مضررة بالنسبة للمجلس الأعلى للجامعات.

12-7 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

| | |
|---|---|
| <p>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.</p> <p>12.8 The Supervision Service Provider 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.</p> | <p>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.</p> <p>12-8 على الاستشاري تقديم كافة المستندات المؤيدة لظروف تنفيذ العقد وذلك بناء على طلب المجلس الأعلى للجامعات وبحق للمجلس الأعلى للجامعات إجراء أي تدقيق أو تفتيش فعلي يراه ضروريا في سبيل اكتشاف أي أدلة تفيد في حالة ظهور مصروفات تجارية طارئة.</p> |
| <p>Article 13 Conflict of interest</p> <p>13.1 The Supervision Service Provider shall refrain from any relationship, which would compromise its independence or that of its personnel. If the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider and any other Supervision Service Provider, Supervision Service Provider, or supplier with whom the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Providers or Supervision Service Provider firms shall be allowed to register in SCU data base, this also valid for Supervision Service Providers or firms having a single owner or director in common copy</p> | <p>البند 13 - تضارب المصالح</p> <p>13-1 على الاستشاري الامتناع عن إقامة أي علاقة قد تضر باستقلاليته أو استقلالية العاملين معه وفي حاله فشل الاستشاري تحقيق هذه الاستقلالية بحق 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 تابعيتين 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>البند 14 - المواصفات والتصميمات</p> |

| | |
|--|---|
| <p>14.1 The Supervision Service Provider 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 Supervision Service Provider shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.</p> | <p>14-1 على الاستشاري إعداد كافة المواصفات والتصميمات مستخدماً 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 تمت بشكل غير متحيز ونزيه وذلك من أجل تحفيز العملية التنافسية للقطاعات.</p> |
| <p>Article 15 Indemnification</p> <p>15.1 At its own expense, the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider shall indemnify, protect and defend SCU, its agents and employees, from and against all actions, claims, losses or damages arising out of the Supervision Service Provider's failure to perform its obligations provided that:</p> <p>a) the Supervision Service Provider 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 Supervision Service Provider'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 Supervision Service Provider's wilful misconduct.</p> <p>c) the Supervision Service Provider'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 Supervision Service Provider shall, upon request of SCU, remedy any defect in the performance of the services in the event of the Supervision Service Provider's failure to perform its obligations under the contract.</p> <p>15.4 The Supervision Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:</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 وفسله 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 وفسله في تنفيذ التزاماته شريطة أن:</p> <p>(أ) إخطار الاستشاري بتلك الإجراءات أو الدعاوي أو الخسائر أو التعويضات بـ 30 يوماً 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 يتعلق بتلك الإجراءات، والدعاوي والخسائر والتعويضات.</p> <p>(ج) تنحصر التزامات الاستشاري بالتعويضات في الإجراءات والدعاوي والخسائر والأضرار الناجمة مباشرة لفسله 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 ببناء على طلب المجلس الأعلى للجامعات لعلاج أي عيوب في تنفيذ الخدمات وذلك في حاله فشله 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 دعاوي 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 تحفظاً شديداً بشأنها.</p> <p>(ب) سوء تنفيذ توصيات الاستشاري من قبل الوكلاء والموظفين والمقاولين المستقلين التابعين للمجلس الأعلى للجامعات.</p> |

| | |
|--|--|
| <p>a) the SCU omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Supervision Service Provider, or requiring the Supervision Service Provider to implement a decision or recommendation with which the Supervision Service Provider disagrees or on which it expresses a serious reservation; or b) the improper execution of the Supervision Service Provider's instructions by agents, employees, or independent contractors of the SCU.</p> <p>15.5 The Supervision Service Provider 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>15-5 يظل الاستشاري مسؤولاً عن أي إخلال بالتزاماته طبقاً للعقد لمدة وبعد تنفيذ الخدمة كما هو منصوص عليه بالقانون الحاكم لهذا العقد.</p> |
| <p>Article 16 Insurance arrangements</p> <p>The SCU may request the Supervision Service Provider 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 إقامتهم 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 Supervision Service Provider in the performance of the contract shall be confidential and shall be the absolute property of SCU. The Supervision Service Provider shall, upon completion of the contract, deliver all such documents and data to SCU. The Supervision Service Provider 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 Supervision Service Provider 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>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 تجميعها بواسطة الاستشاري أثناء تنفيذ العقد تعتبر جميعها سرية وهي مملوكة بالكامل للمجلس 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>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 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 Supervision Service Provider shall not have decision-making responsibility.</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 Supervision Service Provider 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>19.2 The services shall be carried out by the experts specified in the contract for the periods of time indicated therein. The Supervision Service Provider 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>البند 19 - توفير خبراء</p> <p>19-1 في حاله التعاقد من أجل 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، 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 Supervision Service Provider 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 Supervision Service Provider'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 Supervision Service Provider 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 Supervision Service Provider shall adopt all measures necessary to provide and continue to provide its staff with the equipment required enabling them to carry out their specified duties</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 الطرفين 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>under conditions which are most conducive to efficiency.</p> | |
| <p>Article 21 Replacement of personnel</p> <p>21.1 The Supervision Service Provider shall not make changes in the personnel without the prior written approval of SCU. The Supervision Service Provider must on its own initiative propose a replacement in the following cases:</p> <p>a) In the event of death, in the event of illness, or in the event of accident of member of staff.</p> <p>b) If it becomes necessary to replace a member of staff for any other reasons beyond the Supervision Service Provider'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 Supervision Service Provider 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 Supervision Service Provider. 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 Supervision Service Provider 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>البند 21 - استبدال العاملين (الخبراء)</p> <p>21-1 لا يحق للاستشاري إجراء أي تغيير في العاملين لديه إلا بعد الحصول على موافقة كتابية مسبقة من جهة لتعاقد وعلى الاستشاري المبادرة باقتراح استبدال العاملين وذلك في الحالات التالية:</p> <p>(أ) في حالة الوفاة أو المرض أو الإصابة في الحوادث لأحد العاملين.</p> <p>(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 مسؤولية 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 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 Supervision Service Provider 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,</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>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 Supervision Service Provider:</p> <p>a) terminate the contract; and</p> <p>b) complete the services at the Supervision Service Provider's own expense.</p> | <p>2-22 يحتسب المعدل اليومي للأضرار عن طريق تقسيم قيمة مبلغ العقد على عدد أيام فترة تنفيذ العقد.</p> <p>3-22 إذا تعدت الأضرار 25 % من قيمة مبلغ العقد يحق للمجلس الأعلى للجامعات وبعد إخطار الاستشاري:</p> <p>أ) إنهاء العقد.</p> <p>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 Supervision Service Provider's default, the Supervision Service Provider 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>1-23 يحق للمجلس الأعلى للجامعات تعليق أداء الخدمات أو أي جزء منها لبعض الوقت وبالأسلوب الذي تراه وكما تملى الضرورة.</p> <p>2-23 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 Supervision Service Provider, 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 Supervision Service Provider 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 Supervision Service Provider of the nature and form of such</p> | <p>البند 24 - تعديل بنود العقد</p> <p>1-24 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>2-24 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>3-24 إن أي أمر تغيير لا يعني تمديد فترة التنفيذ إلا بفترة لا تتعدى 20% من الوقت الأصلي لتنفيذ العقد.</p> <p>4-24 قبل صدور أي أمر إداري يمثل 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> |

variation. As soon as possible, after receiving such notice, the Supervision Service Provider shall submit to the Project Manager a written proposal containing:

- a) a description of the service to be performed or the measures to be taken and a programme for execution; and
- b) any necessary modifications to the programme of performance or to any of the Supervision Service Provider'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 Supervision Service Provider, any additional cost attributable to such variation shall be borne by the Supervision Service Provider.

24.5 Following the receipt of the Supervision Service Provider's proposal, the Project Manager shall, after due consultation with SCU, and where appropriate with the Supervision Service Provider, 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 Supervision Service Provider'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 Supervision Service Provider 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 Supervision Service Provider to the Project Manager, although this shall not affect SCU's right to oppose the Supervision Service Provider's choice of bank account or auditor.

24.8 No amendment shall be made retroactively. Any change to the contract which has not been

(أ) توصيف للخدمة التي ستؤدي أو الإجراءات التي ستتخذ بالإضافة إلى برنامج التنفيذ

(ب) أي تعديلات ضرورية على برنامج التنفيذ أو على التزامات الاستشاري المنصوص عليها في العقد.

(ج) أي تعديل على قيمة العقد يجب أن تتم وفق المبادئ التالية:

(1) في حالة تشابه المهمة من حيث طبيعتها مع أي مهمة أخرى مسعرة 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 وفقاً للشروط المذكورة في عرض الاستشاري أو وفقاً لتعديلات مدير المشروع كما هو منصوص عليها في البند 25-4

24-6 عند استلام الأمر الإداري الخاص بالتغيير ، على الاستشاري البدء فوراً في تنفيذ التغيير وفقاً للشروط والأحكام العامة في حالة ما إذا كان ذلك التغيير مذكوراً 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.

24-8 لا يسري أي تعديل بأثر رجعي ، كما أن أي تغيير تم بدون أمر إداري أو مذكرة يعتبر لاغياً.

| | |
|---|--|
| <p>made in the form of an administrative order or an addendum shall be considered as null and void.</p> | |
| <p>Article 25 Working hours</p> <p>The days and hours of work of the Supervision Service Provider or the Supervision Service Provider'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 Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider'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 Supervision Service Provider's personnel must be maintained by the Supervision Service Provider. The amounts invoiced by the Supervision Service Provider 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, 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 Supervision Service Provider 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>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 بجداول 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، 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 Supervision Service Provider shall draw up a confidential final report together with, if appropriate, a critical study of any</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</p> |

| | |
|--|---|
| <p>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 Supervision Service Provider</p> | <p>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 30 يوماً 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 by the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider, 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>البند 29 - اعتماد التقارير والوثائق</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 يوماً 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</p> <p>Article 30 Payment and interest on late payment</p> <p>30.1 Payment procedures follow one of the two options below.</p> <p>Option 1: Fee-based contract</p> | <p>طرق السداد</p> <p>البند 30 - السداد والفوائد المترتبة على التأخر في السداد</p> <p>30-1 إجراءات السداد تتبع إحدى الخياران التاليان:</p> <p>الخيار 1 : بالنسبة للعقد محدد الأتعاب</p> |

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 payments to the Supervision Service Provider in the following manner:

- an advance 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, 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 Supervision Service Provider, subject to approval of the final report and audit certificate in accordance with Article 29.2.

Option 2: Global price contract

The SCU will make payments to the Supervision Service Provider in the following manner:

- an advance 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, 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 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

تسدد المجلس الأعلى للجامعات للاستشاري عن طريق الخصم من الدفعة المقدمة بعد اعتماد مثل تلك التقارير ووفقا لنصوص العقد بالشكل الآتي:

- دفعة مقدمة من قيمة العقد على أن تسدد خلال 60 يوما من استلام المجلس الأعلى للجامعات للعقد موقع من قبل الطرفين مصحوبا بضمان بنكي غير مشروط.
- دفعات مرحلية من إجمالي التدفقات النقدية المقدرة (شاملة الدفعة المقدمة) على أن تسدد خلال 30 يوما من استلام المجلس الأعلى للجامعات لفاتورة أيام العمل الفعلية شاملة النفقات الطارئة المتوقعة أثناء فترة التنفيذ كما هو مذكور في التقرير المرفق بشرط اعتماد ذلك التقرير وفقا للبند 2-29.
- باقى 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.

الخيار 2: عقد بسعر إجمالي ثابت.

تسدد المجلس الأعلى للجامعات للاستشاري المدفوعات بالشكل الآتي:

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

-دفعات مرحلية في حالة وجودها 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

دفعة نهائية 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 النهائي بشرط اعتماد ذلك التقرير وفقا للبند 31-2.

30-2 إن أخر 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

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 Supervision Service Provider 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 Supervision Service Provider 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 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 Supervision Service Provider shall use the advance exclusively for operations connected with the performance of the services. Should the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider, and the guarantor shall not delay

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.

30-3 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

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 المرعية للدفعات المقدمة فعلا وفيما يتعلق بجزء العقد الذي ينص

| | |
|---|---|
| <p>payment or raise objection for any reason whatever.</p> <p>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 Supervision Service Provider for the purpose of audits as foreseen in Article 29.4.</p> <p>30.10 Payment of the final balance shall be subject to performance by the Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider's entitlement under the contract, shall be reimbursed by the Supervision Service Provider to the SCU within 30 days after receipt by the Supervision Service Provider of notice thereof.</p> <p>30.11 If any of the following events occurs and persists, the SCU may, by written notice to the Supervision Service Provider, suspend in whole or in part, payments due to the Supervision Service Provider under the Contract:</p> <p>a) the Supervision Service Provider defaults in the execution of the contract.</p> <p>b) any other condition for which the Supervision Service Provider 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>على استرداد التكاليف يتم سداد النفقات المتحملة بالفعل. وبالنسبة للأخير يجب على الاستشاري الاحتفاظ بالوثائق المدعمة الملائمة بغرض المراجعة كما هو مذكور في البند 4-29</p> <p>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 لإخطارا بذلك.</p> <p>30-11 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 - مراجعة 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 Supervision Service Provider.</p> | <p>البند 32 - السداد لطرف ثالث</p> <p>32-1 يجوز تنفيذ جميع أوامر الدفع لطرف ثالث بعد إجراء تنازل وفقا للبند 3.</p> <p>32-2 إخطار المستفيدين بالتنازلات هو مسؤولية الاستشاري وحده.</p> <p>32-3 في ظل الالتزام القانوني تجاه المدفوعات المستحقة للاستشاري وفقا لبنود العقد ودون خرق للحدود الزمنية المحددة في</p> |

| | |
|---|---|
| <p>32.3 In the event of a legally binding attachment of the property of the Supervision Service Provider 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 Supervision Service Provider.</p> | <p>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 Euro.</p> | <p>البند 33 - العملة المستخدمة في العطاءات</p> <p>33-1 يحدد ملف العطاءات تقديم العطاء باليورو.</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.</p> <p>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 bidders/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.</p> <p>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.</p> <p>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>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 Supervision Service Provider 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>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 عند حدوث إخلال ببند العقد ، يحق للطرف المتضرر طلب ما يلي: أ) تعويضات عن الأضرار ب) إنهاء العقد وبالنسبة للتعويضات يمكن أن تشمل كل من: 1) تعويضات عامة 2) 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 تسهيل 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>البند 36 - إنهاء العقد من جانب المجلس الأعلى للجامعات</p> |

36.1 The SCU may, at any time and with immediate effect, terminate the contract after giving 7 days' notice to the Supervision Service Provider.

36.2 Termination shall be without prejudice to any other rights or powers under the contract of the SCU and the Supervision Service Provider.

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 Supervision Service Provider fails to carry out the services substantially in accordance with the contract.
- b) the Supervision Service Provider 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 Supervision Service Provider fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make 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 Supervision Service Provider refuses or neglects to carry out administrative orders given by the Project Manager.
- e) the Supervision Service Provider assigns the contract or subcontracts without the authorization of SCU.
- f) the Supervision Service Provider 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 Supervision Service Provider.
- 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 Supervision Service Provider, 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 Supervision Service Provider 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

36-1 يحق للمجلس الأعلى للجامعات في أي وقت تشاء إنهاء العقد بعد إخطار الاستشاري بمدة لا تقل عن 7 أيام.
36-2 إن إنهاء العقد لا يلغي أي من الحقوق أو السلطات المعطاة وفقا لهذا العقد سواء للمجلس الأعلى للجامعات أو للاستشاري.

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 وتعليق المدفوعات وفقا للبند 32-12.
- ج) فشل الاستشاري في الوفاء بالتزاماته خلال وقت معقول بعد الإخطار الموجه له من قبل 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 إفسار الاستشاري أو تلقيه أمر يدل على ذلك أو دخوله في ترتيبات مع الدائنين أو في حالة قيامه 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

| | |
|--|---|
| <p>services and all sums due to the Supervision Service Provider as at the date of termination.</p> <p>36.7 The SCU shall not be obliged to make any further payments to the Supervision Service Provider until the services are completed, whereupon the SCU shall be entitled to recover from the Supervision Service Provider the extra costs, if any, of completing the services, or shall pay any balance due to the Supervision Service Provider.</p> <p>36.8 If the SCU terminates the contract, it shall be entitled to recover from the Supervision Service Provider 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 Supervision Service Provider's failure, been satisfactorily completed.</p> <p>36.9 If the termination is not due to an act or omission of the Supervision Service Provider, the Supervision Service Provider 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>إن وجدت من الاستشاري لاستكمال الخدمات وفي حالة عدم حدوث ذلك تدفع مستحقات الاستشاري بالكامل.</p> <p>36-8 في حالة إنهاء المجلس الأعلى للجامعات للعقد يحق للجامعة استرداد قيمة أي خسائر من الاستشاري بأقصى قيمة مذكورة في العقد. في 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 حالة 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 Supervision Service Provider</p> <p>37.1 The Supervision Service Provider may, after giving 14 days' notice to SCU, terminate the contract if SCU:</p> <p>a) fails to pay the Supervision Service Provider 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 Supervision Service Provider's default.</p> <p>37.2 Such termination shall be without prejudice to any other rights of the SCU or the Supervision Service Provider acquired under the contract.</p> <p>37.3 In the event of such termination, the SCU shall pay the Supervision Service Provider for any loss or injury the Supervision Service Provider may have suffered. Such additional payment may not be</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 إخطارات لها بذلك.</p> <p>(ج) تعليق تقديم 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 خسائر أو أضرار عانى منها بشرط ألا تتجاوز تلك المدفوعات الإضافية إجمالي المبالغ المنصوص عليها في الشروط الخاصة.</p> |

| | |
|--|---|
| <p>such that the total payments exceed the amount specified in the Special Conditions.</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 Supervision Service Provider 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 Supervision Service Provider for default, if, and to the extent that SCU 's delay or other failure to 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 Supervision Service Provider 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 Supervision Service Provider 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 Supervision Service Provider incurs additional costs in complying with the Project Manager's directions or</p> | <p>البند 38 - القوي القهرية</p> <p>38-1 لا يعد أي طرف مخرًا 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 يعني به الأحداث الإلهية أو الإضرابات أو جميع أنواع إغلاق الأعمال أو الإضرابات الصناعية أو هجوم الأعداء أو الحروب سواء كانت معلنة أم لا أو الحصار، أو الثورات أو أعمال الشعب 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 مقررّة أو إنهاء العقد نتيجة التأخير في الأداء أو عدم الوفاء بالتزامات هذا العقد نتيجة أي حدث من إحداه 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>38-4 على كلا الطرفين في حالة حدوث أي من أحداث القوي القهرية إخطار الطرف الآخر فوراً موضحاً 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 بالتزامات 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 40-4.</p> |

| | |
|---|---|
| <p>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 Supervision Service Provider 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>6-38 في حاله وقوع أحداث القهري القهري واستمرارها لمدة 180 يوما وفيما لا يتعارض مع أي فترة تمديد ممنوحة للاستشاري ، يحق لكلا الطرفين إنهاء العقد بعد إخطار الطرف الآخر ب 30 يوما. في حالة استمرار الحدث القهري بنهاية مدة 30 يوما يعد العقد منهيًا وبالتالي تتحرر الأطراف من التزاماتها بشأن تنفيذ العقد.</p> |
| <p>Article 39 Decease</p> <p>39.1 If the Supervision Service Provider is a natural person, the contract shall be automatically terminated if that person dies. However, SCU shall examine any proposal made by 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.</p> <p>39.2 If the Supervision Service Provider 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.</p> <p>39.3 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the Supervision Service Provider. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.</p> | <p>البند 39 – الوفاة</p> <p>39-1 في حالة كون الاستشاري شخصا طبيعيا يعد العقد منهيًا إذا ما توفي هذا الشخص. إلا أن جهة التعاقد يحق لها إبداء الرأي في أي عرض 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.</p> <p>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.</p> <p>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.</p> |
| <p>SETTLEMENT OF DISPUTES</p> <p>Article 40 Settlement of disputes</p> <p>40.1 The SCU and the Supervision Service Provider 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 Supervision Service Provider.</p> <p>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</p> | <p>تسوية المنازعات</p> <p>البند 40 - تسوية المنازعات</p> <p>40-1 يبذل كل من المجلس الأعلى للجامعات والاستشاري جميع الجهود لتسوية أي نزاع قد ينشأ بينهما أو بين مدير المشروع والاستشاري بشكل ودي.</p> <p>40-2 في حاله حدوث نزاع ، يخطر أطراف هذا العقد بعضهما البعض كتابه بمواقفهما من هذا النزاع بالإضافة إلى الحلول الممكنة. في حاله 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</p> |

| | |
|---|---|
| <p>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 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> | <p>اي من الطرفين خلال المدة المحددة لطلبات تسوية النزاع يحق لأي طرف الانتقال للمرحلة التالية لتسوية النزاع وفقا لبند 3-40</p> <p>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.</p> <p>4-40 في جميع الأحوال يجب أن تشمل إجراءات التسوية الودية أو التصالح الإخطارات بالشكاوي والردود للطرف الآخر.</p> <p>5-40 في حالة عدم التوصل لتسوية ودية أو تصالح في نطاق المدة الزمنية المحددة ، يتم تسوية النزاع وفقا للتشريعات الوطنية المصرية.</p> |
|---|---|

ANNEX II: TERMS OF REFERENCE (TOR)

Supervision on PV Systems Implementation in Public Buildings (Universities) Project

1. BACKGROUND AND DESCRIPTION

This ToR 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 Measures (ECMs) in the Governmental Buildings (Universities) in order to achieve successful project realization.

The project executing agency is the SCU acting as an owner and facilitator (Employer) 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 in order to achieve the project objectives and targets. The project goals will contribute in the sustainable development Program of Egypt, very specific in the Energy Efficiency Sector.

In accordance to this project setup and agreement, a Management Consultant (GOPA Tech) was procured and mobilized and, together with the Energy Efficiency Unit of SCU, forms the Project Implementing Unit (PIU) to be responsible for the implementation, coordination and monitoring of the project. The MC 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 / PIU and Universities. In a next step, procurement of firms for supply and installation of EE items is to be executed. Such execution shall be supervised by Supervision Service Providers (i.e. the content of this tender). 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 to the existing structure of the Governmental Buildings (Very Specific the universities buildings). These potential ECMs are:

- | | |
|---|---|
| 1. High Energy Efficient Appliances | 2. Indoor/Outdoor Efficient Lighting Technologies |
| 3. PV Electrical Energy Generation to avoid the fossil fuel consumption in Energy Generation Side. as energy resources management | 4. Improvement and upgrade of HVAC and the individual Air Conditioning Systems |
| 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 applicable in the university
2. Assessment of each opportunity for the anticipated energy consumption savings
3. The opportunity technical specification and sizing considering the codes and standards that should be followed
4. Cost estimation per each technology
5. The calculation for the opportunities' financial indicators
6. Calculations for the anticipated reduction in the GHGs due to the implementation of the ECMs

In this regard, the communicated universities have been audited through a consultation firm in order to assign the technical and financial viability of the ECMs complete with full analysis, conceptual design, Bill of Quantities (BoQ), and the specification documents to implement ECMs in the universities. This consultation service has considered a total of 18 participating universities.

The ECMs concluded through the consultation firm to be implemented are;

1. PV Electrical Energy Generation to avoid the fossil fuel consumption in Energy Generation Side. as energy resources management
2. Indoor/Outdoor Efficient Lighting Technologies
3. High Efficient HVAC (Central Type) and the individual Air Conditioning Systems
4. Controls and Automation for Energy Operations in the Building

Specifically, the PV Systems shall be supervised by the service provider under this ToR during the installations at the jobsite till starting their continuous operation post the commissioning and startup by the contractor.

This supervision service shall cover only the requested tasks for the PV energy plants Tender Document.

2. TOR OBJECTIVES

The main objective of this ToR is to ensure the implementation of PV Systems by the nominated contractors at high quality, sound environmental performance, and safe operations post the implementation. This implementation phase shall be under full supervision regarding the service provider of this ToR. This objective has to 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 supervising the implementation phase of PV Systems in order to complete the objectives of the project. Furthermore, post the completion of supervising the implementation of PV Systems, the monitoring and tracking plan for the energy consumption, the anticipated savings, and the

reporting for the verified parameters have to be conducted by another service provider out of this supervision services scope of work.

The PIU shall be in full coordination with the supervision services provider in order to facilitate the performance of this ToR tasks.

The technical specifications tendered for PV Systems to the contractors are summarized in Attachment I with some of the works that shall be conducted by the supervision services provider under this ToR.

3. SUPERVISION SERVICES – OBLIGATIONS AND REQUIREMENTS

The Supervision Service Provider shall perform all duties necessary to ensure that the Works by the nominated contractors are executed in full compliance with the Contract Documents, technical specifications, and applicable standards. The obligations and requirements include, but are not limited to, the following:

3.1. General Obligations

The Supervision Service Provider shall be obligated, but not limited to, the following:

- Act on behalf of the Employer to monitor, supervise, and control the execution of the Works related to the scope of this tender.
- Ensure that the Contractor complies with contractual, technical, environmental, and occupational health and safety requirements as per the signed works contract.
- Safeguard the interests of the Employer while maintaining impartiality and fairness toward the Contractor.
- Maintain close coordination with the Employer, the International Consultant, the Universities involved, the Contractor of implementation and all the relevant authorities.
- Verify that the materials, equipment, and workmanship conform to approved designs, drawings, and technical specifications.
- Review and approve shop drawings, material submittals, and method statements.
- Inspect and test materials, equipment, and works at all stages of construction/installation.
- Identify defects, issue site instructions, and ensure corrective actions are implemented.
- Monitor progress against the approved work program, milestones, and schedules.
- Review Contractor's claims, variation orders, and time extension requests, and provide professional recommendations to the Employer.
- Keep accurate site records, reports, and documentation including daily logs, progress reports, and as-built drawings.
- Verify Contractor's interim and final payment applications and certify amounts due.

- Ensure compliance with occupational health and safety regulations and environmental protection measures.
- Conduct regular site safety inspections and recommend corrective measures.
- Report accidents, incidents, and unsafe practices promptly to the Employer.
- Hold regular progress meetings with the Employer and Contractor.
- Prepare and submit bi-weekly, monthly and Quarterly progress reports highlighting progress, delays, risks, and mitigation measures.
- Provide final completion report and handover documentation at the end of the Works.
- Deploy qualified and experienced personnel (engineers, inspectors, specialists) as required.
- Maintain adequate presence at the site throughout the contract period.
- Ensure staff have the necessary tools, equipment, and facilities to perform supervision duties effectively.

3.2. The Requirements

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

1. This service has to be conducted by:
 - a. Consultation firm specialized in energy efficiency and energy resources management field, to conduct the supervision on PV Systems implementation or;
 - b. Consultation Firm in consortium form with specialized individual experts in supervision for implementing projects.
2. The Consultancy firm/consortium shall have the capacity for delivering all activities under the scope of work of this ToR.
3. The consultancy firm/consortium delivering this service, supervision on installation, should have;
 - a. Detailed organization chart presenting the key persons performing this activity with man power requirement over the duration of the installation period and the completion work of executing the PV Systems till handing over of the project.
 - b. A Methodology Approach for all activities and tasks under this ToR along with the necessary provisions for quality assurance;
 - c. The project manager shall be minimum 10 years of experience in construction projects management;
 - d. List of Experts of minimum 10 years of experience covering all the activities and disciplines under this ToR.
 - e. The capacity to cover the supervision services on the PV Systems implementation at the different 18 universities and their associated buildings where the PV Systems will be implemented.

4. The consultancy firm/consortium to this ToR shall be committed to visit and review all related sites 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 all deliverables related to this service requirements under the scope of work of this ToR.

3.3. Conditions to be Considered

This ToR shall consider the supervision services on the implementation of PV Systems by the nominated contractors by the SCU at the 18 universities and their associated buildings under the works tender documents. The PV Systems implementation in the universities are tabulated in the following:

| # | University | Building Title | PV Energy Plant Installed Capacity (kWp) |
|---|------------|--|--|
| | | | |
| 1 | Aswan | Faculty of Engineering | 62 |
| | | Faculty of Energy Engineering | 124 |
| | | Faculty of Agricultural | 298 |
| 2 | Alexand | Faculty of Engineering - Preparatory Building | 26 |
| | | Faculty of Medicine - Academic Building | 89 |
| | | Faculty of Education | 52 |
| 3 | Assiut | Architectural Engineering Building | - |
| | | Electrical Engineering Main Building | 89 |
| | | Electrical Engineering Laboratories Building | 118 |
| | | Dormitory-P Building | 89 |
| | | Administration Building (Wings A, B, C, and D) | 198 |
| 4 | New | Faculties of Agriculture and Veterinary Medicine | 40 |
| | | Bahari Well | 126 |
| | | Qibli Well | 109 |
| 5 | Tanta | Building No. 2, Faculty of Engineering | 208 |
| | | Building No. 3, Faculty of Engineering | 259 |
| | | Main Building of Faculty of Arts | 407 |
| 6 | Al Arish | Faculty of Medicine Building | 156 |
| | | Electronic Exam Building | 73 |
| | | Administrative Building | 59 |
| | | Dorm-B Building | 126 |
| | | Dorm-G Building | 78 |
| 7 | Helwan | Main Administrative Building | 274 |
| | | Dorm Building 1-Boys (Barely infeasible) | 62 |
| | | Dorm Building 4-Girls | 93 |
| 8 | Minia | G-Building | - |
| | | B-Building | 109 |

| # | University | Building Title | PV Energy Plant Installed Capacity (kWp) |
|----|------------|---|--|
| | | | |
| | | D-Building | 11 |
| 9 | Ain Shams | Old & New Administration Buildings | 62 |
| | | Faculty of Law Building | 216 |
| | | Exams and Printing Buildings | 73 |
| | | Concrete Building | 52 |
| | | A&B Lecture Halls | 40 |
| | | Mechanical Workshop | 93 |
| 10 | Dami | Terraces and classrooms - Second Stage | 496 |
| 11 | Mansoura | Administrative Building | |
| | | Labs Building | - |
| | | Departments Building | 159 |
| | | Building #11 and Magdi Aborian | - |
| | | Credit Hour Program Building | - |
| 12 | Benha | Faculty of Commerce | 69 |
| | | Faculty of Education | - |
| | | Faculty of Engineering | 149 |
| | | Faculty of Nursing | 56 |
| 13 | Suez | Faculty of Engineering | 238 |
| | | Admin building, Faculty of Agriculture | 229 |
| 14 | EI | Workshops and labs building of FoE | 145 |
| | | Faculty of Computers and Information | 109 |
| | | Faculty of Laws | 107 |
| 15 | Cairo | Architecture Department Building | - |
| | | Credit Hour Program Building | - |
| | | Mathematics and Physics Building | 35 |
| 16 | Port | Main Administration building FoE | 188 |
| | | Central Laboratories building FoE | 17 |
| 17 | Suez | Faculty of Engineering Building | 124 |
| 18 | Zagazig | University Presidency Building | 161 |
| | | Architecture Engineering Department Building | 78 |
| | | Basic Science Engineering Department Building | 63 |
| | | Civil Engineering Department Building | 32 |
| | | Electrical Engineering Department Building | 60 |
| | | Mechanical Engineering Department Building | 62 |
| | | Faculty of Commerce, English Department | 37 |
| | | Faculty of Commerce, The Main Building | 140 |

| # | University | Building Title | PV Energy Plant Installed Capacity (kWp) |
|---|------------|-------------------------------|--|
| | | Faculty of Education Building | 174 |
| Faculty of Literature Building 1 | 37 | | |
| Faculty of Literature Building 2 | 50 | | |
| Faculty of Law Building | 229 | | |
| Faculty of Medicine Labs Building | 204 | | |
| Faculty of Pharmacy Main Building | 69 | | |
| Faculty of Pharmacy Labs Building | 52 | | |
| Faculty of Science - Mathematics Building | 126 | | |
| Faculty of Technology and Development Building 61 | 129 | | |
| Faculty of Technology and Development Main Building | 203 | | |
| Total for All University | | 7,898 | |

This table indicates that 73 building were audited and the potential viable PV ECM among the buildings are as follows:

1. Total number of buildings in the universities are 64 building over 18 universities where the PV energy plant shall be installed.

The supervision services under this ToR shall be distributed over the universities buildings that do possess the implementation of PV Systems tabulated above with the quantities. In this regard, each university shall consider certain service fees referenced to the level of effort estimated by the supervision services provider that shall match the universities buildings as tabulated below:

| # | University | # of Units |
|----|--------------|--------------|
| | | PV Buildings |
| 1 | Aswan | 3 |
| 2 | Alexandria | 3 |
| 3 | Assiut | 4 |
| 4 | New Valley | 3 |
| 5 | Tanta | 3 |
| 6 | Al Arish | 5 |
| 7 | Helwan | 3 |
| 8 | Minia | 2 |
| 9 | Ain Shams | 6 |
| 10 | Damietta | 1 |
| 11 | Mansoura | 1 |
| 12 | Benha | 3 |
| 13 | Suez Canal | 2 |
| 14 | El Fayoum | 3 |
| 15 | Cairo | 1 |
| 16 | Port Said | 2 |
| 17 | Suez | 1 |
| 18 | Zagazig | 18 |
| | Total | 64 |

4. TOR - SCOPE OF WORK

The scope of work under this ToR to be conducted, as minimum by the consultancy firm (Supervision services Provider) 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 upon the implementation of PV Systems, is defined herein below:

| Task Identification ³⁴ | Document Source and Responsibility | Deliverables by the Firm/Consortium |
|--|--|---|
| Task #1: <ul style="list-style-type: none"> Review the final updated BoQs by the nominated contractor for implementation of PV Systems in accordance with | <ul style="list-style-type: none"> Documents will be available by the SCU through the contractors' contract documents. Technical submittals by the contractor. | <ul style="list-style-type: none"> Debriefed report by task output to University/SCU. The document control methodology to |

³ These tasks shall be conducted per each university considering the three main PV Systems to be implemented by the implementation contractors.

⁴ These tasks are not in sequential mode but in overlapping mode to complete each other.

| Task Identification ³⁴ | Document Source and Responsibility | Deliverables by the Firm/Consortium |
|--|---|---|
| <p>the works tender documents.</p> <ul style="list-style-type: none"> • Review for Implementation Time plan and approval. • Review the technical data sheets/submittals related to the components of PV Systems and measure the level of compliance in accordance to the specifications. • Approval for the technical data sheets/submittals. | <ul style="list-style-type: none"> • Time plan for implementation to be submitted by the contractor. | <p>cover all project documentation.</p> |
| <p>Task #2:</p> <ul style="list-style-type: none"> • Review and approval for the PV Systems execution drawings. • Review and approval for the method statement of installation. • The inspection of supplies to the jobsite and compliance approval. | <ul style="list-style-type: none"> • Execution drawings shall be delivered by the contractor of implementation. • Method statements for implementation shall be submitted by the contractor of implementation. • The inspection requests for supplies shall be issued and submitted by the contractor. | <ul style="list-style-type: none"> • Periodical reports with the associated approvals shall be submitted by supervision services provider to the University/SCU. |
| <p>Task #3:</p> <ul style="list-style-type: none"> • Review, analyze, and approve the method statement for tests and startup of the PV Systems considering the individual components and the PV Systems' full integrity. • The issuance of Completion Certificate for PV Systems implemented with approval and snag list, if any. • The certification for the date of continuous operation and the warranty period. | <ul style="list-style-type: none"> • The tests, commissioning, and start up method statement shall be submitted by the implementation contractor. | <ul style="list-style-type: none"> • The certification for work completion. • The certification and approvals for tests, commissioning, and startup. |

| Task Identification ³⁴ | Document Source and Responsibility | Deliverables by the Firm/Consortium |
|---|---|--|
| Task #4: <ul style="list-style-type: none"> • Approve the monthly invoices issued by the implementation contractor. • Monitor and approve the project time plan on monthly basis. | <ul style="list-style-type: none"> • The monthly invoices issued by the contractor. • The progress in works and time plan are issued by the contractor. | <ul style="list-style-type: none"> • Monthly report to University/SCU regarding the invoices approved, progress in implementation, and non-compliance if any during the implementation. |

5. SCOPE OF WORK TIMEFRAME

The services shall be conducted by the Supervision Service Provider under this ToR shall follow the tabulated timeframe stated herein;

| # | All Tasks with Deliverables | Duration (Calendar Days) |
|---|--|--------------------------|
| A | Kick off meeting upon the Award of Task Assignment | 1 |
| B | Supervision on PV Plants Implementation | A+360 |
| C | Total of All Tasks | 360 |

6. Technical Offer Requirements **THE CONSULTANCY FIRM/ CONSORTIUM SHALL SUBMIT THE TECHNICAL OFFER SEPARATELY FROM THE FINANCIAL OFFER AND COMPOSING OF THE FOLLOWINGS AS MINIMUM:**

- The firm formal papers (Tax ID, Commercial Registry, VAT Registry, or documents of legally establishing an energy center within the universities and audited financial statements for the last 3 years etc.)
- The Consortium Form and Agreement, if any.
- The consultancy firm/consortium past experience in similar tasks related to this ToR.
- The Structure of the Supervision Team.
- CVs for experts (Seniors/Juniors).
- Detailed Methodology Approach for Conducting all tasks of this ToR.
- Gantt Chart per university.
- Deliverables to meet this ToR Tasks.

This Technical Offer shall be evaluated based on scoring system and the minimum to pass technically is 75%. This scoring for technical bidding evaluation is as follows:

| # | Evaluation Items | Maximum Score (Points) | Actual Score of Evaluator | Remarks |
|---|--|------------------------|---------------------------|--|
| 1 | Firm /Consortium Past Experience Relevant to ToR Tasks | 15 | | The scale of Evaluation per each item is from 0.0 up to the Maximum Score Points |

| | | | |
|---|--|-----|--|
| 2 | Project Team Organization Structure over the 18 Universities in accordance to the number of PV Systems and Buildings | 20 | |
| 3 | Senior Experts CVs | 30 | |
| 4 | Junior Engineers CVs | 15 | |
| 5 | Methodology Approach for all activities and tasks under this ToR along with the necessary provisions for quality assurance | 20 | |
| | Maximum Score to Achieve (100%) | 100 | |

7. FINANCIAL OFFER REQUIREMENTS

The financial offer shall be submitted separately in a closed envelope. This envelope shall include the following:

1. The fees versus the tasks to be conducted per each university and each ECM that shall be implemented. The fees to conduct the tasks of this ToR shall be submitted in accordance with the following table:

| # | Name of University | Number of Units | Total Manpower (Man Month) | Total Cost (EURO) |
|------|---|-----------------|----------------------------|-------------------|
| Task | Supervision on Supply, installation, test, commission, and start up PV Plants to be installed in a respective number of buildings in each university, in accordance to the technical specification and full completion of works with the associated required components to operate the plant in safe, continuous, and reliable performance. The supervision shall conduct all required tasks/activities of the ToR. The Total Duration for the supervision is 12 Calendar Months. | | | |
| 1 | Zagazig | 18 | | |
| 2 | Aswan | 3 | | |
| 3 | Assiut | 4 | | |
| 4 | New Valley | 3 | | |
| 5 | Al Arish | 5 | | |
| 6 | Damietta | 1 | | |
| 7 | Cairo | 1 | | |
| 8 | Port Said | 2 | | |
| 9 | Suez | 1 | | |
| 10 | Tanta | 3 | | |
| 11 | Helwan | 3 | | |
| 12 | Ain Shams | 6 | | |
| 13 | Benha | 3 | | |
| 14 | Suez Canal | 2 | | |
| 15 | El Fayoum | 3 | | |
| 16 | Alexandria | 3 | | |
| 17 | Minia | 2 | | |
| 18 | Mansoura | 1 | | |
| | Total | | | |

Attachment I

Technical Specifications for PV Systems and Role of the Supervision services

1. PV PLANTS

The PV Plants to be implemented by the contractor shall follow the herein specifications for the different components of the integrated PV Plants.

1.1. The Technical Specification

| PV System Technical Specifications | |
|---|---|
| Items | Specifications |
| 1. PV Modules | |
| Type | Monocrystalline, Half-cut cell, N-type Bifacial |
| Power Output | ≥ 620 Wp |
| Efficiency | ≥ 21% |
| Standards | IEC 61215, IEC 61730 |
| Frame | Anodized Aluminum Alloy |
| Glass | Strengthened, anti-reflective coated |
| Temp. Coefficient | < -0.4%/°C |
| Warranty | 12 years product, 30 years performance |
| Degradation Warranty | Panel output (Wp) capacity to be ≥ 95% of design nominal power after 10 years and ≥ 85% of the first year power after 25 years. |
| 2. Inverter | |
| Type | String inverter, grid-tied, compliant with Egyptian grid code |
| Efficiency | ≥ 98% |
| MPPT | Dual or more MPPT channels (1000 Vdc systems) |
| Ambient Temperature Considered | - 5 °C to 55 °C |
| Shading Optimization | Dynamic shading optimization |
| Cooling | Smart forced air |

| PV System Technical Specifications | |
|---|--|
| Items | Specifications |
| Communication | Bluetooth, RS485, Wi-Fi/Ethernet |
| Standards | IEC 62109, IEC 61727 |
| Protection Level | IP ≥ 66, C5 Anti-corrosion |
| Warranty | ≥ 10 years |
| Functional Protections | DC/AC protection, surge, leakage, ground fault, AFCI, PID recovery, Q at night, fault record function, remote and local monitoring |
| Protection and Functional Features | <ul style="list-style-type: none"> • DC reverse polarity protection • AC short-circuit protection • Leakage current detection and protection • Surge protection (both AC and DC sides) • Ground fault detection and monitoring • Integrated DC disconnect switch • Real-time PV string performance monitoring (Voltage, Current, energy, hours of operation,...) • Reactive power control during night (Q at night function) • Arc fault detection and interruption (AFCI) • PID (Potential Induced Degradation) recovery functionality • Anti-islanding, overvoltage, overcurrent, thermal |
| 3. Mounting Structure | |
| Material | Anodized Aluminum 6005-T5 |
| Wind Resistance | ≥160 km/h |
| Fixation | Non-penetrating or ballasted, where possible, for rooftop integrity |
| Corrosion Resistance | Suitable for local environment |
| Compliance | Local building codes |
| 4. Cables | |
| DC Cables | UV-resistant, double insulated, min. 6 mm ² copper |

| PV System Technical Specifications | |
|---|--|
| Items | Specifications |
| AC Cables | XLPE/PVC insulated, armored for all of the buried or underground cables. copper, sized appropriately |
| Standards | IEC 60228, IEC 60502, TÜV certified for PV |
| 5. Earthing Protection | |
| Earthing | All metallic parts grounded. Earthing system shall be divided into three separate categories; Medium voltage, low voltage and light current. |
| Earth Cable | Copper, sized per load |
| Earth Resistance | < 0.5 Ohm for light current, < 1 Ohm for LV, and < 5 Ohm for MV |
| Standards | IEC 60364-5-54 and IEC 62548 |
| 6. Electrical Accessories | |
| Surge Protective Device (SPD) | Type II for AC and DC sides |
| Circuit Breakers | Thermal-magnetic, rated as per system for voltage/current |
| Distribution Boards | IP65 rated (outdoor), corrosion resistant |
| Labeling | Permanent and compliant with IEC/NEC standards |
| 7. Design & Engineering | |
| Survey | Structural check, shading, optimal layout |
| Software | PVsyst or equivalent |
| Electrical Design | SLDs, wiring, sizing, protection coordination |
| Structural Design | Mounting and wind load compliance |
| Standards | Local + international (IEC, NEC, ISO, IEEE) |
| 8. Documentation & Testing | |
| Deliverables | As-built drawings, datasheets, warranties, certificates |
| Testing | Insulation, continuity, polarity, PR |

| PV System Technical Specifications | |
|------------------------------------|---|
| Items | Specifications |
| Commissioning | Grid sync, function test, safety verification |
| 9. Monitoring | |
| System | Web-based portal and local display |

1.2. Site Preparation and Pre-Construction Activities

- Conduct a detailed site survey to assess:
 - The roofs' structural capacity, shading, orientation, and access routes.
 - Identify weak spots, waterproofing if needed.
 - Ensure safe access (ladders, guard rails, scaffolding if required).
 - Designate areas for mounting structure layout.
- Assess the selected temporary storage area for solar components, ensuring secure fencing, restricted access, and weather protection.
- Verify availability of required permits, university approvals, and HSE (Health, Safety, Environment) plan.
- Confirm site readiness before allowing delivery of equipment.
- Approve contractor's method statement for storage and handling of PV equipment.

1.3. Component Inspection and Verification

- All delivered equipment (modules, inverters, structures, cables, switchgear) shall be inspected upon arrival.
- Verify against:
 - Contract requirements; model, certification, etc. (see Annex I).
 - International Standards (IEC/EN standards).
 - Delivery documents (packing list, warranty certificates).
- Perform visual inspection for damages (scratches, cracks, bent structures, cable cuts).
- Store approved materials in designated areas with proper protection.
- Witness inspection and sign Material Inspection Reports (MIRs).
- Reject or quarantine non-conforming materials until resolved.

1.4. Installation Planning

- Review contractor's detailed installation plan, including:
 - Sequence of installation.
 - Manpower allocation.
 - Tools and lifting equipment.
 - HSE measures (working at height, electrical safety, fire prevention).
- Confirm coordination with university facilities (access, work hours, power shutdown schedule).
- Approve installation drawings and method statements before work begins.

- Approve or comment on the contractor's installation plan before execution.
- Ensure all staff are trained and certified for rooftop work and electrical handling.

1.5. Installation and Phase-Wise Inspections

The installation shall be monitored and inspected in phase where the Supervision Supervision Service Provider should:

- Conduct inspections after each phase.
- Approve Work Inspection Requests (WIRs) before moving to the next phase.

1.6. Mounting structure

- Check structure alignment, tilt, spacing, and anchoring.
- Verify corrosion protection, fasteners, and roof sealing.

1.7. Solar Modules

- Inspect correct module placement, orientation, tilt angle.
- Ensure modules are fixed without excessive pressure on glass.
- Verify serial numbers and match with delivery list.

1. DC Cables and Electrical Works

- Confirm cable sizing, routing, and protection (conduits, trays).
- Check polarity, labeling, and terminations.
- Ensure proper earthing and surge protection.

2. Inverter Room

- Inspect inverter mounting, ventilation, and clearances.
- Check DC/AC connections, monitoring system integration.
- Verify cable entry sealing and safety signage.

3. AC Connection

- Inspect LV/MV panels, breakers, and protection relays.
- Verify synchronization with university electrical system.
- Ensure compliance with Egyptian Grid Code.

1.8. Testing and Commissioning

- Perform pre-commissioning checks:
 - Insulation resistance tests for cables.
 - Continuity and polarity checks.
- Energize the system in coordination with the university and utility.
- Conduct performance tests:
 - String-level IV curve testing.
 - Inverter functionality and protection relay tests.
 - Monitoring system verification.
- Record test results and prepare the commissioning report.
- Train university staff on operation and maintenance procedures.
- Witness all tests and sign-off commissioning reports.
- Ensure punch-list items are completed before final acceptance.

1.9. Recommendations

- **Include HSE at every stage:** rooftop work in universities requires strict fall protection, PPE, and safety inductions for workers.
- **Digital documentation:** use mobile apps or checklists for site inspections to keep proper records.
- **Independent testing:** consider engaging a third-party for IV curve and performance ratio (PR) validation.
- **Capacity building:** universities should assign staff to shadow contractors during installation for knowledge transfer.
- **O&M manuals:** ensure contractor delivers complete O&M documents, warranty papers, and spare parts list.
- **Monitoring integration:** connect PV system to the university's SCADA or dedicated monitoring system for research and training use.

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 bidders, 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
Key Experts 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 PV Systems | Educational background | Total proposed period during the project implementation in this lot | Lots proposed |
|----------------|---------------------|---|-----------------------------------|---|------------------------|---|---------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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: -----

Contract title: Supervision Services for PV Systems for the "Energy Efficiency 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, IBAN, address and any correspondent bank>. This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to bidders. 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:

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_---

NAME OF TENDERER: [.....]

CONTRACT TITLE: Energy Supervision Services for Energy Conservation Measures (PV Systems) 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 total price of our bid is [-----] EURO.

Name of the authorized person:

Signature:

Date:

Our bank account details are as follows:

| | |
|---------------------|--|
| Account Number | |
| Account Name | |
| IBAN Number | |
| Bank Name & Address | |

Signed on behalf of the tenderer with Company seal

| | |
|-----------|--|
| Name | |
| Signature | |
| Date | |

Attached the detailed financial offer for each university

Detailed financial offer:

| # | Name of University | Number of Units | Total Manpower (Man Month) | Total Cost (EURO) |
|-------------|---|-----------------|----------------------------|-------------------|
| Task | Supervision on Supply, installation, test, commission, and start up PV Plants to be installed in a respective number of buildings in each university, in accordance to the technical specification and full completion of works with the associated required components to operate the plant in safe, continuous, and reliable performance. The supervision shall conduct all required tasks/activities of the ToR. The Total Duration for the supervision is 18 Calendar Months. | | | |
| 1 | Zagazig | 18 | | |
| 2 | Aswan | 3 | | |
| 3 | Assiut | 4 | | |
| 4 | New Valley | 3 | | |
| 5 | Al Arish | 5 | | |
| 6 | Damietta | 1 | | |
| 7 | Cairo | 1 | | |
| 8 | Port Said | 2 | | |
| 9 | Suez | 1 | | |
| 10 | Tanta | 3 | | |
| 11 | Helwan | 3 | | |
| 12 | Ain Shams | 6 | | |
| 13 | Benha | 3 | | |
| 14 | Suez Canal | 2 | | |
| 15 | El Fayoum | 3 | | |
| 16 | Alexandria | 3 | | |
| 17 | Minia | 2 | | |
| 18 | Mansoura | 1 | | |
| | Total | | | |

STATEMENT OF EXCLUSIVITY AND AVAILABILITY⁵
PUBLICATION REF: -----

(TO BE COMPLETED BY ALL KEY EXPERTS)

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer “Supervision Services for PV Systems for the Energy Efficiency 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 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 Project and that the notification of award of contract to the tenderer may be rendered null and void.

| | |
|------------------|--|
| Name | |
| Signature | |
| Date | |

⁵ To be completed by all key experts

Declaration of Undertaking

Supervision Services for PV Systems for the "Energy Efficiency in Public Buildings (Universities)" Project

KfW Reference Number:

We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁶ 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 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*

⁶ 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.

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 Organisation⁷ (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 of⁸: _____

Signature:

Dated:

⁷ 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.

⁸ 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)
Provider)

.....
(Date)

.....
(Name of the Supervision Service

.....
(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)

Form FIN - 1: Average Annual Turnover

[To be completed by the Bidder and by each member of the Bidder's JV]

Bidder's Name: *[Insert]*

Date: *[Insert]*

JV Member's Name: *[Insert or state "None" if the Bidder is not a Joint Venture]*

RFP No.: *[Insert]*

Page *[Insert]* of *[Insert]* pages

| Year | Currency & Amount |
|-------------------------|-------------------|
| 2022 | |
| 2023 | |
| 2024 | |
| | |
| Average Annual Turnover | |

Title of the person signing the Bid *[Insert complete title of the person signing the Bid]*

Signature of the person named above *[Signature of the person named above]*

Date signed *[Insert date of signing]* day of *[Insert month]* *[Insert year]*

Form EXP – 2: Experience

(To be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Legal Name: *[Insert]* Date: *[Insert]*

JV Member's Legal Name: *[Insert]* RFB No.: *[Insert]*

Page *[Insert]* of *[Insert]* pages

| Similar Contract No. <i>[Insert specific number]</i> of <i>[Total number of contracts]</i> required | Information | |
|--|--------------------|----------------------|
| Contract Identification: | | |
| Award date: | | |
| Completion date: | | |
| Role in Contract: | | |
| Total contract amount: | | EGP: <i>[Insert]</i> |
| If member in a JV, specify participation in total contract amount: | <i>[Insert]</i> % | EGP: <i>[Insert]</i> |
| Purchaser's Name: | | |
| Address: | | |
| Telephone/fax number: | | |
| E-mail: | | |
| Description of the similarity in accordance with requirements | | |
| Amount | | |
| Physical size | | |
| Complexity | | |
| Methods/Technology | | |
| Other Characteristics | | |

Title of the person signing the Bid *[Insert complete title of the person signing the Bid]*

Signature of the person named above *[Signature of the person named above]*

Date signed *[Insert date of signing]* day of *[Insert month]* *[Insert year]*

Performance Security

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [Insert name and address of the service provider, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [Insert reference number of the contract] dated [Insert contract date] with the Beneficiary, for the services of [Insert object of the contract and brief description of services] (hereinafter called "the Contract"). Furthermore we understand that, according to the conditions of the Contract, a performance guarantee is required for 10 % of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of [Insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to [Insert the account on which payments are to be made], for the account of [Insert name of the Purchaser and the Purchaser's country].

This guarantee shall expire not later than [Insert expiry date].

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

Place, date

Guarantor's authorized signature(s)

Advance Payment Security

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [Insert name and address of the service provider, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [Insert reference number of the contract] dated [Insert contract date] with the Beneficiary, for the supply of [Insert object of the contract and brief description of Goods and related Services] (hereinafter called "the Contract"). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of [Insert amount and currency in words and figures], representing [Insert percentage in words and figures] % of the contract price, is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of [Insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Applicant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to [Insert the account on which payments are to be made], for the account of [Insert name of the Purchaser and the Purchaser's country].

This guarantee shall expire not later than [Insert expiry date].

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

Place, date

Guarantor's authorized signature(s)

PART II

A- CHECKLIST FOR TENDER OPENING

ADMINISTRATIVE COMPLIANCE GRID & TENDER FORMS

Checklist for tender opening
Administrative Compliance Grid & Tender Forms

| | | | |
|------------------------|--|-------------------------------|--|
| Contract title: | Supervision Services for PV Systems for the "Energy Efficiency in Public Buildings (Universities)" Project | Publication reference: | |
|------------------------|--|-------------------------------|--|

*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) | Formal firm documentations are available? | 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 | | | | | | | | | | | | |

| | |
|-----------------------------|--|
| Chairman's name | |
| Chairman's signature | |
| Date | |