Letter of Invitation

RFP No. C2-R-RFP-0001

Name of Country: **Egypt**
Date: *8th October, 2019*
Name of Project: **Targeted Financial Support to Disadvantaged Households for the Payment of Natural Gas Connection Fees, Component (2) of the Project.**

Dear Mr. /Ms.:

The **Egyptian Natural Gas Holding (EGAS)** (hereinafter called "Client") has received funds from the European Union (EU) delegated to the Agence Française de Développement "AFD" (hereinafter referred to as the "Agency") toward the Implementation of a Targeted Financial Support to Disadvantaged Households for the Payment of Natural Gas connection fees (hereinafter referred to as the "Project"), including an implementation of DBMS, EDS, Reporting and follow-up system and license. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals (RFP) is issued.

1. The Client now invites proposals to provide the following implementation service (hereinafter called "Services"): *Implementation of DBMS, EDS, Reporting and Follow-Up system and license for Component (2)*. More details on the Services are provided in the Terms of Reference (Section VII).

2. This Request for Proposals (RFP) is an International Open Tender.

3. It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under a selection based on Quality-and-Cost Based Selection ("QCBS"), procedure described in this RFP.

5. The RFP includes the following documents:

    - Section I - Instructions to Implementer;
    - Section II - Data Sheet;
    - Section III - Technical Proposal - Standard Forms;
    - Section IV - Financial Proposal - Standard Forms;
    - Section V - Eligibility criteria;
    - Section VI - AFD's Policy – Corrupt and fraudulent practices - Social and Environmental Responsibility;
    - Section VII - Terms of Reference;
    - Section VIII – Conditions of Contract and Contract Forms.

6. Please inform us within 1 week*,* in writing at *[**The Egyptian Natural Gas Holding Company "EGAS" Planning and Gas Projects 6th Floor**] at [**85 El Nasr Road, 1st District, Nasr City, Cairo, Egypt**],*
    by E-mail:

    ynassar@egas.com.eg
    tmansour@egas.com.eg
    snaguib@egas.com.eg

(a)   That Whether you intend to submit a proposal (alone or intend to enhance your experience by association with other firm(s) (if permissible under Section II, Data Sheet 14.1.1).

7. Details on the proposal's submission date, time and address are provided in the Instruction to Implementer (ITI 17.9).

8. In case of no-submission to the tender, an official apology is required.

SELECTION OF SYSTEM IMPLEMENTER

REQUEST FOR PROPOSALS

RFP No.: *C2-R-RFP-0001*

Selection of Implementation Service for: DBMS, EDS, Reporting & Follow-Up and License

Client: Egyptian Natural Gas Holding Company (EGAS)

Country: EGYPT

Project: Targeted Financial Support to Disadvantaged Households for the Payment of Natural Gas Connection Fees

Issued on: 8th October, 2019

TABLE OF CLAUSES

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section I. Instructions to Implementer

A. GENERAL PROVISIONS

1. Definitions

(a) "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the System Implementer.

(b) "**Applicable law**" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) "**AFD**" means the Agence Française de Développement

(d) "**Beneficiary**" means any direct recipient of AFD financing, regardless of whether it received or will receive a loan or a grant under a Financing Agreement.

(e) "**BLOB**" means Binary Large Object Data

(f) "**Client**" means the authority entity that signs the Contract for the Services with the selected System Implementer.

(g) "**COLD**" means Computer Output to Laser Disc.

(h) "**Component 2**" means the Targeted Financial Support To Disadvantaged Households For The Payment Of Natural Gas Connection Fees and the Technical Assistance to EGAS Project Management Unit".

(i) "**System Implementer**" means a legally-established professional implementing firm or an entity that may provide or provides the Services to the Client under the Contract.

(j) "**Contract**" means a legally binding written agreement signed between the Client and the System Implementer. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(k) "**Data Sheet**" means an integral part of the Instructions to Implementer (ITI) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITI.

(l) "**Day**" means a calendar day.

(m)   "**DMZ**" means De-Militarized Zone Network.

(n)   "**DWG**" Drawing (CAD Programs filename extension).

(o)   "**ECM**" Enterprise Content Management System.

(p)   "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the System Implementer, Sub- System Implementer or Joint Venture member(s).

(q)   "**Government**" means the government of the Client's country.

(r)   "**HTML**" Hyper Text Markup Language, it is a computer programming language.

(s)   "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one System Implementer where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(t)   "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the System Implementer's proposal.

(u)   "**LAN**" means Local Area Network. It is a sort of computer network configuration.

(v)   "**ITI**" (this Section I of the RFP) means the Instructions to Implementer that provide the shortlisted System Implementers with all information they need to prepare their Proposals.

(w)   "**LDC(s)**" means the Local Distribution Company, an entity that is responsible for Household Gas Connection in Egypt.

(x)   "**LOI**" means the Letter of Invitation being sent by the Client to the shortlisted System Implementers.

(y)   "**MERE**" means the Ministry of Electricity and Renewable Energy.

(z)   "**MoIC**" means the Ministry of International Cooperation in Egypt.

(aa)   "**MoP**" means the Ministry of Petroleum and Mineral Resources in Egypt.

(bb)   "**MoSS**" means the Ministry of Social Solidatry in Egypt.

(cc)   "**Non-Key Expert(s)**" means an individual professional provided by the System Implementer or its System Sub-Implementer and

who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(dd) "**Project**" means the Households Natural Gas Connection Project in Egypt.

(ee) "**PMU**" means the Project Management Unit. The entity responsible for the management within EGAS, LDCs and MoSS.

(ff) "**Proposal**" means the Technical Proposal and the Financial Proposal of the System Implementer.

(gg) "**Referee**" means any mentioned entity in the submitted reference list of the Bidder's past experience.

(hh) "**RFP**" means the Request for Proposals to be prepared by the Client for the selection of System Implementer.

(ii) "**Services**" means the Implementation services work to be performed by the System Implementer pursuant to the Contract.

(jj) "**SMS**" Short Message Service. Usually sent over cell network and mobile phones.

(kk) "**Stakeholders**" means the different entities that are involved in the Project Implementation, mainly, MoP, EGAS, MoIC, MERE, MoSS, LDCs and targeted consumers.

(ll) "**System Sub-Implementer**" means an entity to whom the System Implementer intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(mm) "**TORs**" (this Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the System Implementer, and expected results and deliverables of the Services.

(nn) "**UML**" means Unified Modeling Language. It is one of the computer representations layout language.

(oo) "**WAN**" means Wide Area Network. It is another sort of computer network configuration outside the organization.

(pp) "**XML**" means Extensible Markup Language. It is one of the computer programming languages.

2. Introduction 2.1 The Client named in the **Data Sheet** intends to select a System Implementer from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2   The shortlisted System Implementers are invited to submit a Technical Proposal and a Financial Proposal for the Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected System Implementer.

2.3   The System Implementers should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the System Implementers' expense.

2.4   The Client will timely provide, at no cost to the System Implementers, the inputs, relevant project data, and reports required for the preparation of the System Implementer's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1   The System Implementer is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2   The System Implementer has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the System Implementer's Proposal or the termination of its Contract.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the System Implementer shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i)   <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation;

b. Conflicting assignments

(ii)   <u>Conflict among implementing assignments:</u> a System Implementer (including its Experts and System Sub-Implementers) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the System Implementer for the same or for another Client;

c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a System Implementer (including its Experts and System Sub-Implementers) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the AFD throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the System Implementers or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted System Implementers together with this RFP all information that would in that respect give such System Implementer any unfair competitive advantage over other competing System Implementers.
5. Corrupt and Fraudulent Practices	5.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. 5.2 In further pursuance of this policy, System Implementer shall permit and shall cause its Experts, System Sub-Implementers, sub-contractors, or suppliers to permit the AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the AFD.

6. Eligibility	6.1 The AFD's financing may benefit to System Implementers (firms, including Joint Ventures and their individual members) from all countries to offer consulting and implementation services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V.
	
	6.2 Furthermore, it is the System Implementer's responsibility to ensure that its Experts, Joint Venture members, System Sub-Implementers, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the AFD in the Section V.
	
	6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the System Implementer's Proposal unless such engagement does not conflict with the Applicable law, and they
	    (i) Are on leave of absence without pay, or have resigned or retired;
	
	    (ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) Their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

7. General Considerations

7.1. In preparing the Proposal, the System Implementer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1. The System Implementer shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the System Implementer and the Client shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2. The System Implementer shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

10.3. The Original bid bond (in case the initial insurance deposit was not paid in cash).

11. Only One Proposal

11.1. The System Implementer shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a System Implementer, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a System Sub-Implementer, or the System Implementer's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

12. Proposal Validity

12.1. **The Data Sheet** indicates the period during which the System Implementer's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period, the System Implementer shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3. If it is established that any Key Expert nominated in the System Implementer's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all System Implementers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

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

12.6. The System Implementer has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the System Implementer shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8. If the System Implementer fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9. The System Implementer shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1. The System Implementer may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted System Implementers. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted System Implementers and will be binding on them. The shortlisted System Implementers shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted

System Implementers reasonable time to take an amendment into account in their Proposals.

13.2. The System Implementer may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1. While preparing the Proposal, the System Implementer must give particular attention to the following:

14.1.1. If a shortlisted System Implementer considers that it may enhance its expertise for the Services by associating with other System Implementers in the form of a Joint Venture, it may do so with either (a) non-shortlisted System Implementer(s), or (b) shortlisted System Implementers if permitted in the **Data Sheet**. Association with a non-shortlisted System Implementer shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted System Implementer shall be a lead member. If shortlisted System Implementers associate with each other, any of them can be a lead member.

14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the Services, but not both. This estimate is indicative and the Proposal shall be based on the System Implementer's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the System Implementer shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be rejected.

14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1. System Implementer shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2. Variations are not allowed.

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section III of the RFP.

16. Financial Proposal

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section IV of the RFP. It shall list all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2. For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the System Implementers, the System Sub-Implementers, and their Experts (other than nationals or permanent residents of the Client's country). The System Implementer and its System Sub-Implementers and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4. The System Implementer may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data** Sheet, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The System Implementer shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the System Implementer may choose to submit its Proposals electronically.

17.2 An authorized representative of the System Implementer shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3   Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4   The signed Technical and Financial Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5   The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Services t]", reference number, name and address of the System Implementer, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**."

17.6   Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the Services, reference number, name and address of the System Implementer, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7   The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, System Implementer's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".

17.8   If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9   The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1   From the time the Proposals are opened to the time the Contract is awarded, the System Implementer should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the System Implementers who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2   Any attempt by shortlisted System Implementers or anyone on behalf of the System Implementer to influence improperly the

Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3   Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a System Implementer wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

18.4   Information that is provided to Bidders as part of the procurement exercise is supplied in good faith. However, Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Bidders of such information, unless such information has been supplied fraudulently by the Client.

18.5   All information supplied to Bidders by the Client in connection with this procurement exercise shall be regarded as confidential. By submitting a bid, the Bidder agrees to be bound by the obligation to preserve the confidentiality of all such information.

19. Opening of Technical Proposals

19.1   The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted System Implementers' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITI.

19.2   At the opening of the Technical Proposals the following shall be read out: (i) the name of the System Implementer or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1   Subject to provision of Sub-clause 15.1 of the ITI, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2   The System Implementer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Sub-clause 12.7 of this ITI. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1.   The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive

Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked System Implementer is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked System Implementer is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those System Implementers whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the System Implementer's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those System Implementers that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the System Implementers sufficient time to make arrangements for attending the opening. The System Implementer's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the System Implementer's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those System Implementers whose proposals have passed the minimum technical score. At the opening, the names of the System Implementers, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all System Implementers who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of

input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the System Implementer is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITI 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the System Implementers to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. Notwithstanding provisions of Sub-clause ITI 24.1 which shall not apply, if inconsistencies are evidenced, the Financial Proposal shall be declared non-compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the System Implementer's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The System Implementer achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Sub-clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the System Implementer that submitted the highest-ranked Technical Proposal, and invite such System Implementer to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client will select the System Implementer with the lowest evaluated total price among those System Implementers that achieved the minimum technical score, and invite such System Implementer to negotiate the Contract.

D. NEGOTIATIONS AND AWARD

28. Negotiations

28.1.   The negotiations will be held at the date and address indicated in the **Data Sheet** with the System Implementer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the System Implementer.

28.2.   The Client shall prepare minutes of negotiations that are signed by the Client and the System Implementer's authorized representative.

a. Availability of Key Experts

28.3.   The invited System Implementer shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITI. Failure to confirm the Key Experts' availability may result in the rejection of the System Implementer's Proposal and the Client proceeding to negotiate the Contract with the next-ranked System Implementer.

28.4.   Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the System Implementer, including but not limited to death or medical incapacity. In such case, the System Implementer shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5.   The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

c. Financial negotiations

28.6.   The negotiations include the clarification of the System Implementer's tax liability in the Client's country and how it should be reflected in the Contract.

28.7.   If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8.   In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by System Implementers in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

29. Conclusion of Negotiations

29.1.   The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the System Implementer's authorized representative.

29.2.   If the negotiations fail, the Client shall inform the System Implementer in writing of all pending issues and disagreements and provide a final opportunity to the System Implementer to respond. If disagreement persists, the Client shall terminate the negotiations informing the System Implementer of the reasons for doing so. The Client will invite the next-ranked System Implementer to negotiate a Contract. Once the Client commences negotiations with the next-ranked System Implementer, the Client shall not reopen the earlier negotiations.

29.3.   The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to System Implementers.

30. Award of Contract

30.1.   After completing the negotiations the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted System Implementers.

30.2.   The System Implementer is expected to commence the Services on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet

A. General	
ITI 1 (b)	**Applicable law:** *Laws of Arab Republic Of EGYPT*
ITI 2.1	**Name of the Client:** The Egyptian Natural Gas Holding (EGAS) **Method of selection**: **Quality- and Cost-Based Selection** **Type of contract: Lump-sum Contract**
ITI 2.2	**The name of the Services is**: **Selection of Implementation Service for: DBMS, EDS, Reporting and Follow-Up and License**
ITI 2.3	**A pre-proposal conference will be held**: No
ITI 2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: • Application Form for grant subsidy. • Current Process Workflow Diagram. • Desired System High Level Architecture • Customer Service workflow diagram

B. Preparation of Proposals	
ITI 9.1 Language	**Proposals shall be submitted in English language.** **All correspondence exchanges and documents shall be in English language.** **All Project documents and reports shall be in English language, however, during the implementation it will be required to review and prepare some documents and reports in Arabic language.**
ITI 10.1 Documents Comprising the Proposal	**The Proposal shall comprise the following**: **1st Inner Envelope with the Technical Proposal:** (1) Technical Proposal Submission Form (TECH-1) (2) Power of Attorney to sign the Proposal (3) Statement of Integrity (signed) (4) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as indicative format) (5) The <u>original</u> bid bond (in case the initial insurance deposit was not paid in cash) (6) Company Profile (7) Reference List (at least 5 Past Experience with similar scope in last 5 years)

	AND **2ⁿᵈ Inner Envelope with the Financial Proposal:** (1) Financial Proposal Submission Form (FIN-1) (2) Summary of Costs (FIN-2) (3) Breakdown of Prices (FIN-3 and FIN-4, provided as indicative format in case of lump-sum contract) (4) Tax enrollment copy, Commercial Register, enrollment record of VAT.
ITI **10.3** **Bid security deposit**	**System Implementer shall pay an initial insurance deposit for the amount of ten thousands Euros (€ 10,000) in cash or by unconditional irrevocable letter of guarantee valid for ninety (90) calendar days from the submission deadline. If System Implementer chooses to pay the initial insurance deposit through a letter of guarantee, the bid bond shall be submitted together with the technical envelope and covered by an unconditional, and irrevocable letter of guarantee issued from, or endorsed by, a top class prime Egyptian bank or by a public sector Egyptian bank.** **Upon awarding the Contract to the successful System Implementer, the unsuccessful System Implementers will receive back their initial insurance deposit while the successful System Implementer shall be required, within fifteen (15) days from receiving EGAS letter of award, to submit a new unconditional, irrevocable letter of guarantee issued from, or endorsed by, a top class prime Egyptian bank or by a public sector Egyptian bank in an amount equal to ten percent (10%) of the value of the Contract awarded to it and valid for ninety (90) calendar days beyond the Contract expiration date. Such deposit shall be refunded to the latter after completion of the service.**
ITI **11.1**	**Participation of System Sub-Implementer, Key Experts and Non-Key Experts in more than one Proposal is none permissible.**
ITI **12.1** **Proposal Validity**	**Proposals must remain valid for** *[90]* calendar days after the proposal submission deadline.
ITI **13.1** **Clarification**	**Clarifications may be requested no later than *14* days prior to the submission deadline.** The contact information for requesting clarifications is: 1. Yehia Nassar E-mail: ynassar@egas.com.eg 2. Tarek Mansour E-mail: tmansour@egas.com.eg 3. Sara Naguib E-mail: snaguib@egas.com.eg
ITI **14.1.2**	**Estimated input of Key Experts' time-input** (minimum for reference): **40 person-months.** *(Only indicative figure)*
ITI **16.1 Other expenses**	The System Implementer shall detail the Other Expenses of his Proposal in compliance with items listed in Form FIN-4

ITI 16.2 Price Adjustment	**A price adjustment provision applies to remuneration rates:** No
ITI 16.3 Taxes	**The Client has obtained an exemption for the System Implementer from payment of : N/A** **Information on the System Implementer's tax obligations in the Client's country can be found: Bidders are responsible to secure this information on their own.**
ITI 16.4 Currency of Proposal	**The Financial Proposal shall be stated in the following currencies: EURO** **The Financial Proposal should state local costs in the Client's country currency (local currency):** No
<td colspan="1" align="center">**C. Submission, Opening and Evaluation**</td>
ITI 17.1	**The System Implementers shall not have the option of submitting their Proposals electronically.**
ITI 17.4	**The** System Implementer **must submit:** (a) **Technical Proposal:** one (1) original and two (2) paper copies + one (1) digital copy (CD or flashdisk); (b) **Financial Proposal:** one (1) original and two (2) paper copies + one (1) digital copy (CD or flashdisk).
ITI 17.9	**The Proposals must be submitted no later than:** **Date: 19th November 2019** **Time: from 09:00 am till 03:00 pm Cairo Local Time.** **The Proposal submission address is: Egyptian Natural Gas Holding Company (EGAS), 85 El Nasr Road, 1st District, Nasr City 11371, Cairo, Egypt** **Eng.: Mostafa Helal** **Vice Chairman for Planning and Gas Projects**
ITI 19.1 Opening of Technical Proposals	**An online option of the opening of the Technical Proposals is not offered.** **The opening shall take place at: same as the proposal submission address indicated in ITI 17.9** **Date: 24th November 2019**
ITI 19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals : N/A**

ITI **21.1 Evaluation of Technical Proposals**	The technical evaluation will be proceeded in 2 steps. - The 1st step consists in verification of mandatory criteria as defined in Section *VII – Terms of Reference*, [*Part IV – Bidder's requirements*]. - The 2nd step is scoring of the technical proposal. Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Points (i) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** [50] *[Notes to System Implementer: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]* The number of points to be assigned to each of the above shall be determined considering the following seven sub-criteria and relevant percentage weights: 1. Demonstrated understanding of client's needs [10%] 2. Proposed Solution comply with functional, non-functional and technical requirement [40%] 3. Training Program and schedule proposal [20%] 4. Management of Legacy Data (Back-log) [10%] 5. Company Profile, past experience and Capability to provide required services [10%] 6. Change Management, Service Desk, Quality Management and Contract Exit Management *(Service Levels and Customer Satisfaction)* [10%] **Total weight:** **100%** Questions within the above criteria are scored using the following points system: **Non-compliant.** The Bidder's response to requirements and criteria is totally inadequate or absent. The Bidder has failed to demonstrate an understanding of the requirements and/or provide a meaningful explanation as to how the requirements will be met. [0] **Major deficiencies.** The Bidder's response has some major shortcomings and/or clear deficiencies, which on balance outweigh positive aspects of the response to the criteria and requirements. [1]

Minor deficiencies. The Bidder's response has minor shortcomings and/or deficiencies, but on balance, these are outweighed by the positive aspects that meet the majority of the criteria and requirements. [2]

Satisfactory Requirements. The Bidder's response is compliant. It demonstrates a satisfactory understanding of the criteria and requirements and provides explanations as to how the requirements will be met. [3]

Good Meets Requirements. The Bidder's response demonstrates a good understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met. [4]

Excellent. The Bidder's response demonstrates an excellent understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met. In addition, the proposal can identify areas where the offering provides significant, relevant added value that enhances the requirements.

[5]

(ii) **Key Experts' qualifications and competence for the Services:**
[Notes to System Implementer: *each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the* System Implementer]

  a) *Position K-1: [Project Manager]* [10]
  b) *Position K-2: [Team Leader]* [10]
  b) *Position K-3: [Business Analyst]* [10]
  c) *Position K-4:[Software Developer]* [10]

Total points for criterion (ii): **[40]**

The number of points to be assigned to each of the above positions shall be determined considering the following three (3) sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience): 10%

2) Adequacy for the Services (relevant education, training, experience in the sector/similar services) *:* 75%

3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 15%

Total weight: **100%**

(iii) **Participation by nationals among proposed Key Experts** [10]
[Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the System Implementer's Technical Proposal]

	Total points for the four criteria: **100**
	- The Client may request and receive clarification from any Bidder when evaluating a proposal. In such event, the evaluation committee may consider such clarifications in evaluating proposals. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract. - The most suitable Bidders may be short listed and be required that their referees (mentioned in the reference list of the past experience) be contacted prior to the selection of the successful Bidder. The results of clarification processes and referee reports may be used in finalizing the qualitative evaluation. - The awarded bidder will be required to provide a Proof of Concept (POC) after the award, which will be the base of adjustments/improvements in the Contract. **The minimum technical score (St) required to pass is:** **80**
ITI 23.1	**An online option of the opening of the Financial Proposals is not offered**
ITI 25.1 Taxes	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the System Implementer and which taxes are withheld and paid by the Client on behalf of the System Implementer. The Bidder shall pay all taxes and Government stamps assessed on the process in accordance with the prevailing laws of the Government of Arab Republic of EGYPT and its amendments.
ITI 26.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**: EURO **The official source of the selling (exchange) rate is**: The Central Bank of Egypt **The date of the exchange rate is the date of the deadline for submission.**
ITI 27.1 Combined Quality and Cost Evaluation (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**

	$Sf = 100 \times Fm/ F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 70 % and **P** = 30 % Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
	D. Negotiations and Award
ITI **28.1**	**Expected date and address for contract negotiations:** **Date**: **22nd December 2019** **Address:** Egyptian Natural Gas Holding Company, 85 El Nasr Road, 1st District, Nasr City 11371, Cairo, Egypt
ITI **30.2**	**Expected date for the commencement of the Services:** **Date**: **1st January 2020 at**: EGAS Premises

Section III. Technical Proposal – Standard Forms

Form TECH-1 (format not be altered)

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope*.*

[If the System Implementer *is a Joint Venture, insert the following:* We are submitting our Proposal as a Joint Venture with: *[Insert a list with the full name and the legal address of each member, and indicate the lead member].* We have attached a copy *[insert:* "of our letter of intent to form a Joint Venture" *or, if a JV is already formed,* "of the JV agreement"*]* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture.

[OR

If the System Implementer's Proposal includes System Sub-Implementers, insert the following: We are submitting our Proposal with the following firms as System Sub-Implementers: [Insert a list with full name and address of each System Sub-Implementer.]

We hereby declare that:

(a)   All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;

(b)   Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Sub-clause 12.1;

(c)   We have no conflict of interest in accordance with ITI 3;

(d)   Except as stated in the Data Sheet, Sub-clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITI Clauses 12.7 and 28.4 shall end Contract negotiations;

(e)   Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Sub-clause 30.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of System Implementer (company's name or JV's name):
In the capacity of: _____
Address: _____
Contact information (phone and e-mail): _____

[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

APPENDIX TO TECHNICAL PROPOSAL SUBMISSION FORM

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "**Contract**")

To: _____(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers are in any of the following situations:

   2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

   2.2) Having been:

   a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

   b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

   c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

   2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

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 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 our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers are in any of the following situations of conflict of interest:

    3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

    3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

    3.3) Being controlled by or controlling another bidder or system implementer, or being under common control with another bidder or system implementer, or receiving from or granting subsidies directly or indirectly to another bidder or system implementer, having the same legal representative as another bidder or system implementer, maintaining direct or indirect contacts with another bidder or system implementer which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

    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 Contracting Authority;

    3.5) In the case of procurement of goods, works or plants:

    i.   Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement 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;

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

   6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

   6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

   6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

   6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

   6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

   6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

   6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures

when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____   In the capacity of: _____

Duly empowered to sign in the name and on behalf of[1]:_____

Signature: _____ Dated:

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[1] In case of joint teventure, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or system implementer shall attach a power of attorney from the applicant, bidder or system implementer.

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Request for Proposal No. _____ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) 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 either the Applicant:

(a)   Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b)   Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____
[signature(s)]

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
Bid No.: *[number of bidding process]*
Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a)   Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or

(b)   Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*****_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder******   _____

Title of the person signing the Bid   _____

Signature of the person named above   _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

TECHNICAL PROPOSAL (FORM TECH-2)

[Below is a suggested structure of the Technical Proposal]

A - System Implementer's Structure and Experience

[Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member that will be participating in the Services, including an organizational chart, a list of board of directors, and beneficial ownership.]

B - Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

a) ***Technical Approach and Methodology.*** *[Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. Please do not repeat/copy the TORs in here.]*

b) ***Work Plan.*** *[Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The Work Schedule Form (Form TECH-3) may be used for that purpose.]*

C - System Implementer's Organization and Staffing

[Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the Services. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. Form TECH-4 may be used for that purpose. CVs of all experts shall be provided (Form TECH-5 may be used for that purpose).]

FORM TECH-3 (INDICATIVE FORMAT)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

The Implementation Service should be completed within 8 months from the commencement date; Bidders are required to plan their deliverables and submit their work schedule accordingly.

N°	Deliverables[2] (D-..)	Months[34]											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	*[e.g., Deliverable #1: Report A*												
	1) Data collection												
	2) Drafting												
	3) Inception report												
	4) Incorporating comments												
	5)												
	6) Delivery of final report to Client]												
D-2	*[e.g., Deliverable #2:...............]*												
n													

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[2] List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased Services, indicate the activities, delivery of reports, and benchmarks separately for each phase.

[3] Duration of activities shall be indicated in a form of a bar chart.

[4] Include a legend, if necessary, to help read the chart

FORM TECH-4 (INDICATIVE FORMAT)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-3)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	....	D-...				Home[5]	Field	Total
KEY EXPERTS[6]														
K-1	*[e.g., Mr. Abbbb]*	*[Team Leader]*	*[Home]*	*[2 month]*	*[1.0]*	*[1.0]*								
			[Field]	*[0.5 m]*	*[2.5]*	*[0]*								
K-2														
K-3														
...														
								Subtotal						
NON-KEY EXPERTS														
N-1			*[Home]*											
			[Field]											
N-2														
...														
								Subtotal						
								Total						

▬▬▬ Full time input   ▨▨▨ Part time input

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[5] "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

[6] For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITI21.1.

FORM TECH-5
(INDICATIVE FORMAT)

CURRICULUM VITAE (CV)

Position Title and No.	[e.g., K-1, TEAM LEADER]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

_____

_____

Employment record relevant to the Services: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Services
[e.g., May 2005-present]	*[e.g., Ministry of ……, advisor/consultant to…* *For references: Tel…………/e-mail……; Mr. Hbbbbb, deputy minister]*		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Services:

Detailed Tasks Assigned to System Implementer's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH- 3 in which the Expert will be involved]	

Expert's contact information: [*e-mail …………………., phone……………]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[day/month/year]

Name of Expert	Signature	Date

[day/month/year]

Name of authorized	Signature	Date

Representative of the System Implementer
[the same who signs the Proposal]

Section IV. Financial Proposal - Standard Forms

FORM FIN - 1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, excluding of all indirect local taxes *[or "including of all indirect local taxes" in accordance with Sub-clause 25.1 in the Data Sheet]*. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2]*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Sub-clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail:_____

[For a Joint Venture, either all members shall sign or only the lead member/system implementer, in which case the power of attorney to sign on behalf of all members shall be attached]

FORM FIN-2 SUMMARY OF COSTS

LUMP SUM CONTRACT

Item	Cost	
	*[System Implementer must state the proposed Costs in accordance with Sub-clause **16.4 of the Data Sheet**; delete columns which are not used]*	
	[Insert Foreign Currency]	*[Insert Local Currency]*
Lump Sum Cost of the Financial Proposal (excluding taxes)		
Activity 1 (deliverable 1)		
Activity 2 (deliverable 2)		
…		
<u>**Total Cost of the Financial Proposal (excluding taxes):**</u> *[Should match with the amount in Form FIN-1]*		
Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded		
<u>Total Estimate for Local Taxes:</u>		

Footnote: Payments will be made in the currency(ies) expressed above (Reference to IT| 16.4)

Bidders shall propose the schedule of payments based on their work packages. Upon award, the Client will negotiate with the successful Bidder, subject to ITI 28, the distribution of the Contract price over the deliverables.

FORM FIN-3 BREAKDOWN OF REMUNERATION
(INDICATIVE FORMAT FOR LUMP-SUM CONTRACT)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the System Implementer for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration

No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate (excluding taxes)	Time Input in Person/Month (from TECH-4)	[Foreign Currency- as in FIN-2]	[Local Currency- as in FIN-2]
	Key Experts					
K-1			[Home]			
			[Field]			
K-2						
	Non-Key Experts					
N-1			[Home]			
N-2			[Field]			
			Total Costs (excl. tax)			

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES (INDICATIVE FORMAT FOR LUMP-SUM CONTRACT)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the System Implementer for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Other Expenses						
N°	**Type of Other Expenses[7]**	**Unit**	**Unit Cost[8]**	**Quantity**	*[Foreign Currency- as in FIN-2]*	*[Local Currency- as in FIN-2]*
	Per diem allowances[9]	Day	Lump Sum			
	International flights	Ticket	Lump Sum			
	In/out airport transportation	Trip	Lump Sum			
	Communication costs between *[Insert place]* and *[Insert place]*	Month	Lump Sum			
	Reproduction of reports	1	Lump Sum			
	Office rent	Month	Lump Sum			
	....					
	Training of the Client's personnel – if required in ToR	As per ToR	Lump Sum			
Total Costs (excl. tax)						

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[7] Delete any item not relevant to the Services

[8] Substitute "Lump Sum" by "Reimbursable" if the Client prefers to reimburse incurred expenses at their actual cost

[9] Per diem allowance is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

Section V. Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant, subconsultant, system implementer or system sub-implementer inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:

   2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

   2.2) Have been:

   a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;

   b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;

   c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

   2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) 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 dispute resolution is still pending or has not confirmed a full settlement against them;

2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6) Are subject to an exclusion decision of the World Bank and are listed on the website http://www.worldbank.org/debarr, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;

2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD 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.

Section VI. AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility

1.   Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a)   Reject a proposal for a contract award if it is established that during the selection process the bidder or system implementer that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;

(b)   Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

(a)   Corruption of a Public Officer means:

(i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or

(ii)   The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

(i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

(ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

(iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

(i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

(ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

(i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

(ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

(iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

(a) Comply with and ensure that all their subcontractors or system sub-implementer comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental

conventions of the International Labour Organisation (ILO) and international environmental treaties;

(b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

Section VII. Terms of Reference

I. BACKGROUND

Energy is one of the fundamental pillars of sustainable development and prosperity in any country. Efficient connections and modern installations are therefore a necessity for economic development, social welfare and preservation of the environment. In Egypt, in order to make the Energy sector contributing effectively in the country's living standards and social wellbeing, a large number of projects have been carried out or are in the process of being implemented.

It is within this context that the Egyptian Ministry of Petroleum and Mineral Resources (MoP) has a strategic national objective to spread the use of natural gas (NG) throughout the whole country. In this respect, the Egyptian Natural Gas Holding Company (EGAS) is implementing the National Gas Connection Program to switch from imported and highly subsidized Liquefied Petroleum Gas (LPG) to a safer, cleaner and more affordable energy source, which is the NG. The switch from LPG to NG will realize a number of economic, environmental and social benefits. The Egyptian energy strategy also aims at improving the governance of the energy sector through enhancing energy planning and promoting private sector participation.

In this regard, the Egyptian Government has received a Grant from the European Union (EU), whose management has been delegated to the Agence Française de Développement (AFD), and which is on-granted to EGAS for the purpose of implementing the activities under the Households Natural Gas Connection Project that comprises three Components:

- Component (1): Gas Network Expansion and Household Connections

- Component (2): Targeted Financial Support to Disadvantaged Households for Payment of NG Connection Fees.

- Component (3): Institutional Strengthening.

The overall objective of the National Natural Gas Connection Plan and the Energy Strategy set by the MoP is to "improve and secure access to a safer energy through the provision of more affordable and better quality energy services, while alleviating poverty and enhancing the quality of life".

The project is being managed and implemented by a Project Management Unit (PMU) within EGAS, which currently encompasses members from EGAS, representative of local distribution companies (LDCs), Ministry of Social Solidarity (MoSS) and Ministry of Electricity and Renewable Energy (MERE).

This Document focuses on **Component (2)** of the project that aims at maximizing the number of beneficiaries amongst disadvantaged households. The scaling-up of NG connection will expand the grid to Governorates that include relatively poorer areas of Egypt, where Component (2) of the project will pilot a targeted financial support to disadvantaged households for the payment of NG connection fee. Such targeted financial support will consist of a subsidy to the poorest households, provided that they are technically eligible for

connection, in order to overcome the financial barrier of the NG connection fee. The eligibility criterion for the selection of the beneficiary households is based on their electricity consumption, where the latter is not only a transparent and accessible data, but also proves to be highly correlated to the poverty level of households. The average monthly consumption for eligibility shall range from (50) kWh to (300) kWh, calculated over a period of (12) months. Consumers have to submit their applications to the relevant LDC, which will liaise with the relevant authorities to check the eligibility of the households. Subsequently, eligible consumers will receive the subsidy in the form of a deduction applied to the connection fee to be paid.

"Geographical targeting" is considered an additional criteria for Grant eligibility taking into consideration the technical factors (i.e. existing utilities networks, road width …, etc.).

The implementation of the targeted financial support therefore involves a number of Government stakeholders in particular, EGAS and LDCs under the Mop, MoSS, as well as MERE (hereinafter the Stakeholders).

The targeted Financial Support includes complains handling methodology to ensure transparency.

Component (2) of the project also includes a technical assistance to support and facilitate its execution. Hill International is engaged in the technical assistance (TA) with the Egyptian Holding Company for Natural Gas (EGAS) concerning the preparation, consultancy, management and supervision services to support the management of Component (2) *"Targeted financial support to disadvantaged households for the payment of natural gas connection fees"* of the project.

For ease of reference, each firm receiving this RFP is referred to as "the System Implementer" throughout this document.

II. OBJECTIVES OF THE SERVICES

EGAS is seeking qualified, knowledgeable and experienced firm to provide a solution that may include but not limited to gathering requirement, project management, software license, system implementation, training, and system documentation.

To achieve the requirements, it will be required:

      a. **Business Process Management solution**

         I. Grant Approval Process
        II. Customer Service and Grievance Mechanism Management
     III. Content Repository to support Contents

      b. **Two Specific Functionality applications**

         I. Capacity Building Module.
        II. Communication and Visibility Module.

      c. **Reporting and dashboard tool for KPI's and follow up**

The System Implementer shall provide all the technical scope of work required by the EGAS – PMU. This includes in particular:

    a. **License**: The implementer shall Supply all the required license for the requested system.

    b. **System Implementation:** the implementer shall perform all required tasks regarding the Installation, Implementation and customization of the system according to the scope of work.

    c. **Backlog operation:** all legacy data and documentation should be migrated in the system prior the final acceptance.

    d. **On Job Training:** The implementer will be responsible for all required training and knowledge-sharing program including its implementation for all end-users in order to use the system.

    e. *Support:* The Implementer will provide the maintenance Scheme with on-site support during implementation and for at least one (1) year.

III. SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES

The quality assurance requirements of this RFP are to provide services which fulfil the scope of services defined in this RFP and meet the quality requirements of EGAS - PMU. The EGAS - PMU will be the sole judge as to whether the quality requirements have been met.

The successful System Implementer must comply with any rules, regulations and safety and security instructions from EGAS, including completion of any additional clearance procedures required by EGAS for contractor personnel who will be working at EGAS' premises.

By the mean of this document, EGAS seeks proposals to provide the required services regarding:

a. Provide the required license and all its add-ons and middleware required for the benefit of EGAS as per the detailed specifications and norms agreed to.

b. Provide a presentation to demonstrate the product/solution offered and the ability to comply with the scope of work to act as a Proof of Concept (POC).

c. Physical Install and configuration of the required system as per the detailed scope of work.

d. Supply a team of resources with the required experience and subject matter expertise (business and technical) to successfully deploy the solution according to its schedule and budget constraints.

e. Automated workflow development and implementation as per request.

f. System customization and testing for go live.

g. Backlog operation for all legacy data before system establishment.

h. Lead – regularly scheduled status meetings and provide weekly (or as agreed to) written status reports (using MS Word/Excel) summarizing deliverables achieved/remaining, progress to date, expected delivery due dates of each as well as issues and concerns affecting specific deliverables, schedule or any other aspect of the project

i. Train the EGAS IT related personnel, Component (2) stakeholders' system end users as per the technology supplied.

j. Provide comprehensive and high-quality documentation critical to the success of the project for knowledge transfer, ongoing use and operation of the solution by EGAS PMU staff, and for audit purposes. For each of the deliverables as detailed in the "Deliverables" section below, the Proponent will provide written reports and related documentation using MS word.

k. Professional Service Support for at least one (1) year.

The Scope of work of the System Implementer includes but is not limited to the activities below:

3.1 <u>License</u>

The implementer is required to provide all required license for the system including all add-ons and middleware (if required) to implement the solution. In this respect, the selected implementer will be required to conduct the following tasks:

• Understand the capacity and involvement of all the end-users described herein after for the system subject of this RFP.

• Provide all Licenses of the solution to EGAS and in accordance with the time schedule prescribed by contract between EGAS and the awarded System Implementers.

<u>Expected deliverables:</u>

• Physical license regarding the Opentext solution required covering the content management and the workflow module (Appworks Process Suite and Content Management).

• License for the mobile tablets for documents upload and starting the workflow.

• License for Capacity Building Module.

• License for Communication and Visibility Module.

• License for the Backup system.

• Support for Linux RedHat Enterprise.

• Detailed report listing all license provided and covered modules.

• All license should be provided -at most- upon the installation stage.

The number of license required are as follows:

License required	Number
Veeam backup Enterprise Plus Edition including 3 years of basic support and maintenance	6 License (each license is for 2 CPU Sockets)
License for Mobile tablet and Desktop Capturing module	100 users
OpenText user license for Appworks and Content Management including 3 years support	100 users
License for Capacity Building Module including 3 years support	25 Users
License for Communication and Visibility Module including 3 years support	10 Users
RedHat Support	3 years Support for Linux RedHat Enterprise

3.2 System Implementation and Customization

The implementer is required to provide a solution to cover the following activities:

- **Grant Application automated Process:** Application form eligibility check automated workflow process.
- **Customer Service and Grievance Mechanism:** including complains automated workflow process.
- **Capacity Building Module:** designed to handle all the back-office tasks associated with running training sessions, certificates, course materials, trainees' data, sending surveys out to trainees.
- **Communication and Visibility Module:** includes implementation module, which automates the execution of multi-channel campaigns and facilitates tracking and measuring campaign performance.
- **Processes Reporting:** Specific periodic and analytics reports, dashboards and Key Performance Indicators (KPI).

The proposed solution and its customization will be in an integrated form based on Opentext solution platform in terms of users' privilege, content management and collaboration, workflows, reporting and dashboards.

Expected deliverables:

- Report that describes the roles and responsibilities the System Implementer will have during an implementation.
- Describe the roles and responsibilities the customer will have during an implementation.
- Plan of action for installation and configuration of the system.
- Detailed Work packages and structured project implementation plan including schedule of implementation
- High Level network Architecture diagram.

- Visual representation of the business process (workflow diagram) for every single process as a standalone to act as the logical design of the automated workflow in term of application level.
- Business Process Mapping that reflects out different types of data, systems, as well as the end-users involved including process instructions.
- A UML diagram based on the UML (Unified Modelling Language) with the purpose of visually representing the system along with its main actors, roles, actions, artifacts or classes, in order to better understand, alter, maintain, or document information about the system.
- Detailed function requirements reflecting the full understanding of the implementer and subject of approval by EGAS.
- Testing and production environment and its schedule of inspection (System Implementer will use his development environment).
- As built report after the final acceptance of the system.
- Accessibility and security matrix for all system users.
- Support and Maintenance Scheme and time of response.

3.3 <u>Backlog operation</u>

The project includes documents and application forms that were progressed through the grant prior of implementing the system subject of this RFP. The implementer shall be responsible for migrating all data of the previous applicants supported by all required electronic and paper documents according to the classification and indexing profiles that will be part of the proposed system.

The operation shall include physical record data entry and import of not less than 40,000 applications and its related and supported documents from EGAS planning department as a backlog work for the new proposed solution (not less than 250000 paper). Document size are varies between A4, A5 and custom sizes (Electricity payment receipts). Paper records are also tracked in Excel spreadsheet files. The information management systems and business processes must be designed and implemented with minimal interruption of file management of EGAS departments.

3.4 <u>System Training Program</u>

The implementer is required to train all system end users, super users and Admins. Trainees are scattered all across the country, so trainees' demography shall be considered and the training program will be in different places with different time frame. The number of trainees is expected to not exceed 200 trainee including all types of users.

Awarded System Implementer shall be responsible for all logistics required for trainees including (training classes' rentals and its availability across the country, equipment required for training sessions, training materials, accommodation for trainees including meals, certificates of course completion).

Training sessions shall be held at least as the following distribution:

- Cairo: Six (6) sessions.
- Upper Egypt: Four (4) sessions.
- Delta: Six (6) sessions.

Expected deliverables:

- Well-developed Training program and knowledge transfer plan for EGAS including IT related personnel to operate this solution and the system's end users that cover all entities in different geographic locations.
- Training environment cloned and replicated from live system environment for continual training.
- Implementation and execution of the Scheduled-training program.
- Materials and training content after awarding and before conducting the first (1st) training session.

3.5 Support and Maintenance

The scope will required a support and maintenance scheme including:

- Description of your technical support organization and structure.
- Complete description of service provided.
- Support communication and contact approach.
- Response time.
- Area covered.
- Representative or accountable person.
- Problem escalation procedure.

System Architecture and Vision

The main goal of the required system is to help EGAS, PMU and Stakeholders to improve Component (2) of the Project execution with process oriented software that can be used to change and innovate the way of eligibility check and manage documentation with greater speed and flexibility.

This goals are translated into the following set of architecture goals:

- Integrated platform
- Browser-based access for all users, including administrators and application designers
- Application development for technical and non-technical users
- Integrated in enterprise information management systems
- Standards compliance
- Extensible environment
- Internet and intranet deployment
- Linear scalability
- High availability

Document Retention Policy

System Implementer will apply and configure the solution with the retention policy according to EGAS regulations and procedures.

Desired System Layout

The system will be implemented and hosted in EGAS data-centre while accessed through internet connection apart from the EGAS LAN network. To maintain more network and connection security during system operation, a preliminary High-Level Network Architecture is designed, where the published application server will be hosted in an isolated De-militarized Zone Network (DMZ) and the rest of the system including the content server, storage, indexing server, SMS server, etc., will be hosted within EGAS corporate network (LAN). The System Implementer shall seek the availability of applying this terminology as it is or to be modified with a limited deviation from the concept.

The following high-level architecture diagram is required:
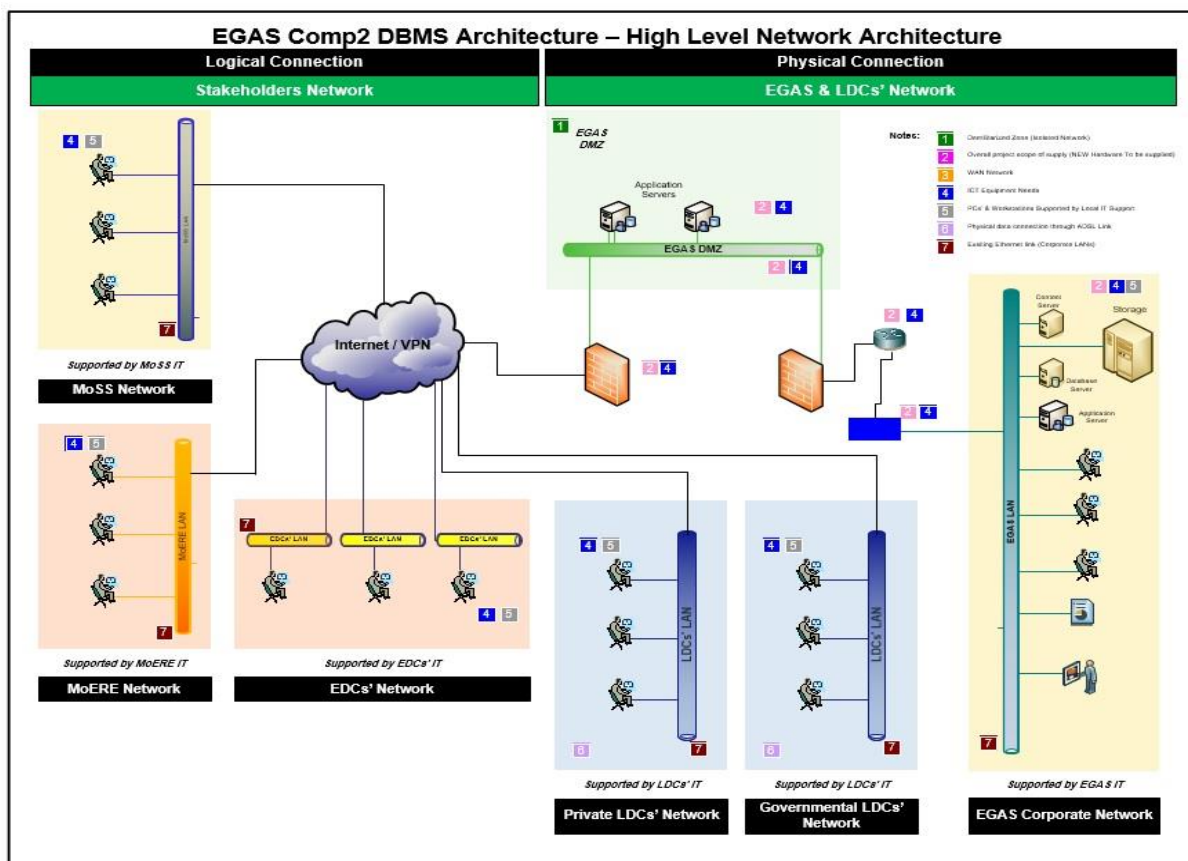
System Capabilities

The key capabilities of the required System are grouped as follows:

- Content lifecycle.
- Collaboration.
- Integration- and inter-operability.
- Reporting and Business Intelligence (KPIs & Analytics).

Capabilities related to the lifecycle management of content include the following:

- **Content:**
  - Using appropriate forms of capturing (such as scanning, recognition and form processing in case of digital documents).
  - Modifying the item, using tools appropriate to the item format.
  - On-demand transactional content capture.
  - Item classification, including extracting and processing applicable metadata and/or its contents.
  - Transforming from one digital format into another.
  - Analysis of composites into its parts and applicable decomposition (such as a pdf document into word file, images into content).
  - Item retrieval using searches on metadata or contents indexes.
  - Access control and digital rights enforcement.
  - Item version control and creating audit log.
- **Collaboration:**
  - Concurrent access to existing content items.
  - Content routing to system users, assigning work tasks and states while storing the content in appropriate type of store, including ability of de-duplication.
  - Supporting reviewing of a changed content item and an approval workflow.
- **Integration - and inter-operability:**
  - Lifespan enforcement (e.g., task due notification, enforcement of retention policies).
  - Integration with standard infrastructure services, such as scheduling, logging, auditing, SMS messaging services.
- **Reporting and Business Intelligence:**
  - Workflow progress reporting.
  - Issue tracking.
  - Specific Required reports.

Given that the lifecycle of a given type of content can be managed using pre-defined workflows, additional capabilities include:

- **Graphical workflow and business process building.**

System Requirements:

The system requirements are divided into three main categories, the first one is the Non-Functional Requirement, the second is the Functional Requirements and the last one is the Technical Requirements as follows:

A. **Non-Functional Requirement**

- Flexible user interfaces

- Overall Ease of Use.

- Users can easily navigate and perform their primary job tasks with training and with intuitive toolbars, tabs and easy access features that based on the familiar look.

- Solution provides capabilities for users to personalize their user experience (e.g., personalized home page that opens to personal workflow lifecycles, stored favourite retrievals, etc.).

- Flexible interaction with other systems and smoothly integrates with standard desktop products and existing business systems.

- Flexible document sharing

- Business processes are stream lined to reduce wasted steps, automate and simplify business processes with advanced workflows design.

- Facilitate the process of tasks to the sent/received correspondences and concerned, attain faster response on requests and shorten the process of the actions taken.

- Interact and exchange information at all times during Component (2) of the project.

- Search / locate records and information in a timely manner for authorized staff from any PC on LAN, WAN and secured VPN through internet.

- Data integrity and consistency through The provision of one single reference on project information for the concerned Stakeholders

- Serve as a central repository of all documents to all applicants.

- Track the assigned tasks through customized reports.

- Report the beneficiary applicants granted.

- Provide fully secured storage facility for all documents.

- Accuracy in delivering documents without any data loss.

- Managed records throughout their life-cycle.

- All content in the System has records retention policies applied to it and are disposed of or sent to the Digital Archives as appropriate.

B. **Functional Requirement Matrix**

This part of the proposal shall include a response to each element. To avoid ambiguity any additional comments or explanation required by the proposer should be identified by element number.

Each item in this response document shall be marked with one of the following "status codes":

- [**A**]-Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.
- [**B**]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications will be maintained in the base

software package in a future release of the software package being implemented; and a walk-through of the future release can be provided.

- [**C**]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.
- [**D**]-Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.
- [**E**]-Requirement will be provided by custom modifications not supported in future releases and the cost indicated separately.
- [**F**]-Requirement cannot be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed system meets the specific requirement, an asterisk shall be entered on the response form following the "status code", such as [**B***].

No	Requirement Description	Response A/B/C/D/E/F	Comments
	System Interface		
1	**Client User Interface**		
1.1	Solution displays all of the associated information about a document right alongside the image itself – displaying index values, notes, related documents, revisions, discussion threads, and document history.		
1.2	Solution (client side) provides ability to display the document being indexed in a preview pane during the indexing process.		
1.3	Client provides the ability to auto-import camera images and media files directly from a connected device.		
1.4	Client enables users to play, stop, and pause multimedia files (audio / video) with the native viewer.		
1.5	Client enables users to filter and sort document lists by column headings or pre-defined search filters to narrow result sets.		
1.6	Client enables users to view Microsoft Office and Google word processing documents without a local install of the Office application.		
1.7	Client enables users to export data, documents, and/or links to documents out of the system via e-mail, to a file share, or a spreadsheet.		

No	Requirement Description	Response A/B/C/D/E/F	Comments
1.8	Client enables users to organize documents in nested, parent-child folders with tabs that create and populate themselves as documents enter the system or are processed via workflow.		
2	**Web Client Interface**		
2.1	Web Client provides a dashboard component to create and manage personalized interfaces that present end users with access to priority content and tasks (e.g., workflow status report, commonly used document searches, etc.).		
2.2	Solution offers full support for the Microsoft Internet Explorer, Mozilla Firefox and Google Chrome browsers on the Windows platform, as well as full support for the Safari, Mozilla Firefox and Google Chrome browsers on the Macintosh, Linux and Android platforms.		
3	**Mobile devices**		
3.1	Solution provides natively built interfaces to standard mobile devices -Windows Surface tablets and Android phone and tablets.		
3.2	Online / Offline Client Experience for Tablets Solution provides capabilities for an offline / mobile worker (e.g., access documentation, complete forms, capture signatures, etc.) while disconnected and then synchronize work back into the system.		
3.3	Solution provides Administration management utility module with: - Device registration and activation / deactivation. - Mobile application deployment to mobile devices. - Mobile users' management. - Audit reporting on device connectivity. - Remote administration. - Management of updates for running application on devices.		
3.4	Solution provides easy customization which include: - Easy build and customize forms. - Capturing using mobile camera		

No	Requirement Description	Response A/B/C/D/E/F	Comments
	- Easy integrated with mobile peripherals (example: in case special devices are logged in with fingerprint). - Capability of packaging content and deliver it to ECM system. - Solution can handle more than one type form on the same device. - Could be extended on Desktop platform.		

No	Requirement Description	Response A/B/C/D/E/F	Comments
	Document management requirements		
4	**Repository Services and User Features**		
4.1	Provide a single logical repository for documents which may be accessed by multiple users in multiple on-site or remote locations. Remote locations are considered locations outside EGAS corporate network (LAN).		
4.2	Provide separate libraries or document collections (for different functional Stakeholders or entities).		
4.3	Provide the ability to store all object types, including document images, document and desktop files (Microsoft Office, HTML, XML), PDF, JPEG, TXT RTF, photos, video, audio, e-mail (Exchange/Outlook), etc.		
4.4	Solution provides the ability for documents to be automatically declared as records without any user interaction.		
4.5	Solution allows for multiple documents to be grouped together and treated by the system as a single record, with a single retention plan.		
4.6	Solution provides the ability for a document(s) to be dragged and dropped into a record (folder of documents) and have this new document automatically inherit the records management policy.		
4.7	Provide document security including redaction.		
4.8	Provide the ability to support short- and long-term storage repositories.		
5	**Indexing and Search**		
5.1	Fielded indexing.		
5.2	Full-text indexing.		

No	Requirement Description	Response A/B/C/D/E/F	Comments
5.3	Provide unlimited indexing capability.		
5.4	Provide the ability to customize search interfaces by application and individual user.		
5.5	Solution enables users as well as administrators to create their own personalized saved searches.		
5.6	Solution provides ability for meaningful document names to appear in a search results list that can contain both static text as well as defined index values, offering a more detailed description of the documents returned.		
5.7	Solution provides advanced full-text search capabilities.		
5.8	Solution provides ability to utilize full-text searching alongside index value (e.g., date, keyword, etc.) search.		
5.9	Solution allows users to search for multiple document types (e.g., text, COLD, image, PDF, Word, Office, DWG, etc.) in one search and provide hit-highlights directly on documents and easy page-to-page navigation between hits.		
5.10	Provide the ability to search across multiple repositories from a single search, and deliver a unified results list.		
5.11	Provide the ability to support numerous indexing fields and multi-attribute search.		
5.12	Solution provides capabilities to not only retrieve and archive to the ECM system from the native Office tabbed ribbon toolbar, but also search and retrieve ECM stored content from directly inside the native office application.		
5.14	Provide the ability to integrate with legacy systems for retrieval of index information.		
5.15	Provide the ability to modify existing indexes.		
6	**Image and Capturing**		
6.1	Provide the ability to integrate with capture systems.		
6.2	Provide the ability to support full-text indexing for electronic documents and document images.		
6.3	Provide the support for image manipulation, including magnify, zoom, rotate, annotate, e-mail and print.		
6.4	Provide the ability to advance forward and backward through multi-page images.		

No	Requirement Description	Response A/B/C/D/E/F	Comments
	System and Business Processes		
7	**Workflow requirements**		
7.1	Provide the ability to automate structured and repeatable work processes.		
7.2	Provide the ability to support advanced routing logic within work processes.		
7.3	Provide the ability to route images, documents or work items based on any available index criteria.		
7.4	Solution's workflow experience is integrated to provide task buttons and user interaction on a menu right from selected or open documents through standard document retrieval (i.e., user does not need to enter the workflow client.		
7.5	Describe in detail how workflows are designed, created, and the level of scripting or any custom coding that is required.		
7.6	Describe how Administrators users can modify business processes to make the changes. This should also allow for continued, uninterrupted access to the system when changes are made.		
8	**E-Mail Integration**		
8.1	Solution allows drag-and-drop import of messages into the system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., users could create a folder for Applications Request, one for eligible, another for rejected, etc.).		
8.2	Solution allows e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry.		
8.3	Solution allows the user to access the ECM system's workflow processes from the e-mail client interface, with the ability to decision items (execute tasks) and view related documents directly from the e-mail message notification.		
8.4	Solution supports single instance storage of both e-mail and attachments. For example, e-mails and attachments are only stored once in the E-mail Archive,		

No	Requirement Description	Response A/B/C/D/E/F	Comments
	with the sender and all recipients pointing to one record / file.		
8.5	Solution provides the ability for users to access an e-mail in the archive directly from the proposed system or e-mail client.		
8.6	Solution provides the ability to search on e-mail index values and / or perform a full-text search on e-mail and attachment content.		
9	**Reporting**		
9.1	Solution provides reports out-of-the-box (with no custom coding) that identifies matched, unmatched, or missing numeric and/or character index values between a primary document and secondary document(s) (i.e., automated reconciliation report).		
9.2	Number of records and documents in the system.		
9.3	Workflow time consumed and bottle neck stages.		
9.4	Users' activities and level of interaction.		
9.5	Additional custom reports.		
10	**Printing**		
10.1	The solution should be able to handle multiple types of print streams. List those supported by the system.		

Technical requirements

The following requirement must be addressed as (available / not available). If available, a detailed explanation is required.

The requirements include:

E-Forms Required

This section provides E-forms requirements in term of:

- Provide the ability to map forms to XML schemas
- Provide the ability to capture forms data in a standard format like XML
- Provide the ability to assign lists of valid values for fields, and to enable field validation against defined rules.
- Provide the ability to import forms data to a database or line-of-business system.
- Provide support for auto-entry fields (e.g. date, generated serials, etc.)

Scalability

- Describe the features that enable the system to scale for high-volume imaging applications.

Programmatic Integration

- System required offering well-documented, robust API. Describe in detail.
- Explain the existing API training program available to help EGAS extend their solution investment.
- Integration with third party SMS server (*Automated messaging service will be applied*).

Synchronization

- Solution might offers an easily configurable Web Service. Details required.
- Solution might offers the ability to synchronize data in real-time behind the scenes.
- Solution should guarantees the delivery of data exchanged between systems in the event of an outage or service down once connection established. Technique to be explained.
- System might offers the ability to trigger events when information changes in the system.

System Security and audit

- Solution might provide the ability to place a hold (or multiple holds) on a record, as in the case of an audit or legal discovery.
- Solution should provide the ability to set security at the user and group levels.
- Solution should provide the ability to limit what users can see and do based on security level.
- System must have the option to limit access to the storage locations based on service accounts.
- Solution should provide the ability to identify both complete and incomplete records across the entire repository.
- Solution should provide the ability to maintain audit log for user changes (e.g. index or document changes).
- Solution should provide the ability to partially or fully encrypt data and documents using at least AES 128-bit encryption.

Administrative

- Audit Trail for all users and actions logs.

Database

- The database architecture must supports multi-vendor platforms, specifically Microsoft SQL and Oracle.
- System must support no limitations (from a database perspective) regarding how many documents can be stored within it.

Storage Formats

- Documents and files should be stored on a file system (Network Attached Storage "NAS") and not as a BLOB Storage.
- Solution should allow the archiving of documents to various media, including:
  - Windows file servers, to allow the leveraging of Share and NTFS permissions

- o   Archiving of documents to Linux file servers
- Solution must store documents in their original, native file format, not in a proprietary format.
- Solution should contain an export tool for massive exporting of content in a non-proprietary format. This should supply both the document and the index values.

Virtualization

- System should be supported over virtualization technologies (Microsoft Hyper-V / VMWare / Oracle Virtual Box).

Fail-Over / Redundancy

System's storage architecture allows for documents and images to be stored at different physical locations for the purpose of high availability or disaster recovery. If one of the locations were to have a failure, there would be no interruption of access to the documents.

Details of the business process and required scope of work:

Content is the lifeblood of component (2) of the project, The Content management technology simplifies the content lifecycle, organizes, controls, and provides secure access.

In order to bring much-needed efficiency to document collection and validation, and not to waste time dealing with exceptions due to invalid document collection, an automated content management system must be implemented. Create and reuse centrally controlled content and automating archiving and implementation of retention, shorten the approval processes and improve accuracy by automatically routing documents in a complete and secure repository.

The implementation of the Targeted Financial Support therefore involves a number of Government Stakeholders, in particular EGAS and LDCs under the Mop, MoSS, as well as MERE (hereinafter the Stakeholders).

1. **Grant Application automated Process**

Consumers have to submit their application form to the relevant Local Distribution Company (LDC), which will liaise with EGAS to check the eligibility of the households. Subsequently, eligible consumers will receive the subsidy in the form of a deduction applied to the connection fee to be paid.

Application correspondence route has too many stop station during its cycle. The stations can be summarized as follows:

1. LDCs' collect applications and forward to EGAS.

2. EGAS indexing and forwarding to MoSS.

3. MoSS forward to MERE requesting the Monthly Average Electricity Consumption.

4. MERE forward the applications to its Electricity Distributor Holding Company, which in turn distributes the requests according to each concerned subsidiary Electrical Distributor Company (EDC).

5. EDCs' reply to MERE with the data required for electricity consumption.

6. MERE forward the required electricity consumption data to MoSS as per request.

7. MoSS review and approve/reject according to the agreed criteria then forward to EGAS.

8. EGAS reply to LDCs' with the status of the application request either approved or rejected.

9. LDCs' Head Quarter issue the work order to proceed with the Natural Gas connection.

10. After Work Done, LDC request the amount claimed through submitted invoices to EGAS.

11. EGAS accepts the work done, and change status to be paid.

AS IS Process Workflow
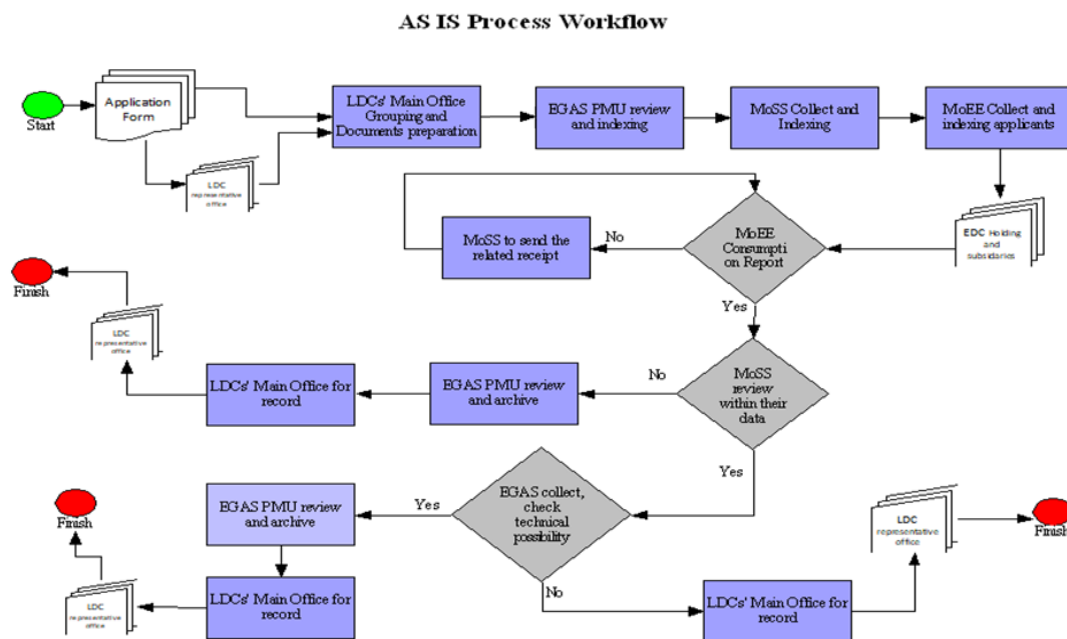
The legacy data of applicants (collected during the last year) is in the form of spreadsheet (Microsoft Excel File).

The application business paper cycle processed through both hard copy and soft copies. The electronic files are classified as follows:

- Spreadsheet collects and indexing all applicant information on a weekly bases.

- Spreadsheet data entry done by EGAS according to the files sent from LDCs', which then sent by email to MoSS for review and forwarding to MERE.

- MERE is responsible to complete the data by entering the electricity consumption on the same spreadsheet and send it back to MoSS via email system.

- MoSS review the data and evaluate the eligibility according to the approved criteria aligned with some validation to ensure the beneficiary status then forward the spreadsheet file to EGAS via email system as well.

- EGAS review the final received spreadsheet for technical assessment and to proceed with the approvals for grant and inform the LDCS'. Spreadsheet also forwarded to LDCs' via email system.

The system will be the main tool used by the PMU to enter the data and verify the applicants' eligibility to the Financial Support during the Component (2) implementation.

The system should integrate all Stakeholders' activities during the Component (2) lifetime, and all Stakeholders' concerned personnel will use the system for business processes as automated workflows, document management, archiving, and versioning and also for reporting and monitoring purpose. It will handle and manage the requirements as a platform with additional customized layers that serve all functions.

In order to transform to the digital workflow, the following is the desired digital data flow diagram to implement:

The **TO BE** Process dataflow will reduce the stop stations during the process.

1. LDCs' regional offices for data entry then buffering (with attached electronic scanned documents) to the next 4 stop stations (EGAS, MoSS, MERE and EDCs') in one step.
2. EDCs' complete the electricity consumption data as required for every applicant and submit the records to MoSS through MERE with nonstop (monitor, review and sometimes action) in this station.
3. MoSS to approve/reject the applications with supporting documents (attach scanned documents) and submit the records to the next recipients who is the LDCs' through EGAS for monitoring and reviewing without stop station. Justifications is fundamental (mandatory field) in the case of rejection of applications.
4. LDC to request the payment.
5. EGAS approve for payment.

TO BE Automated Process Dataflow
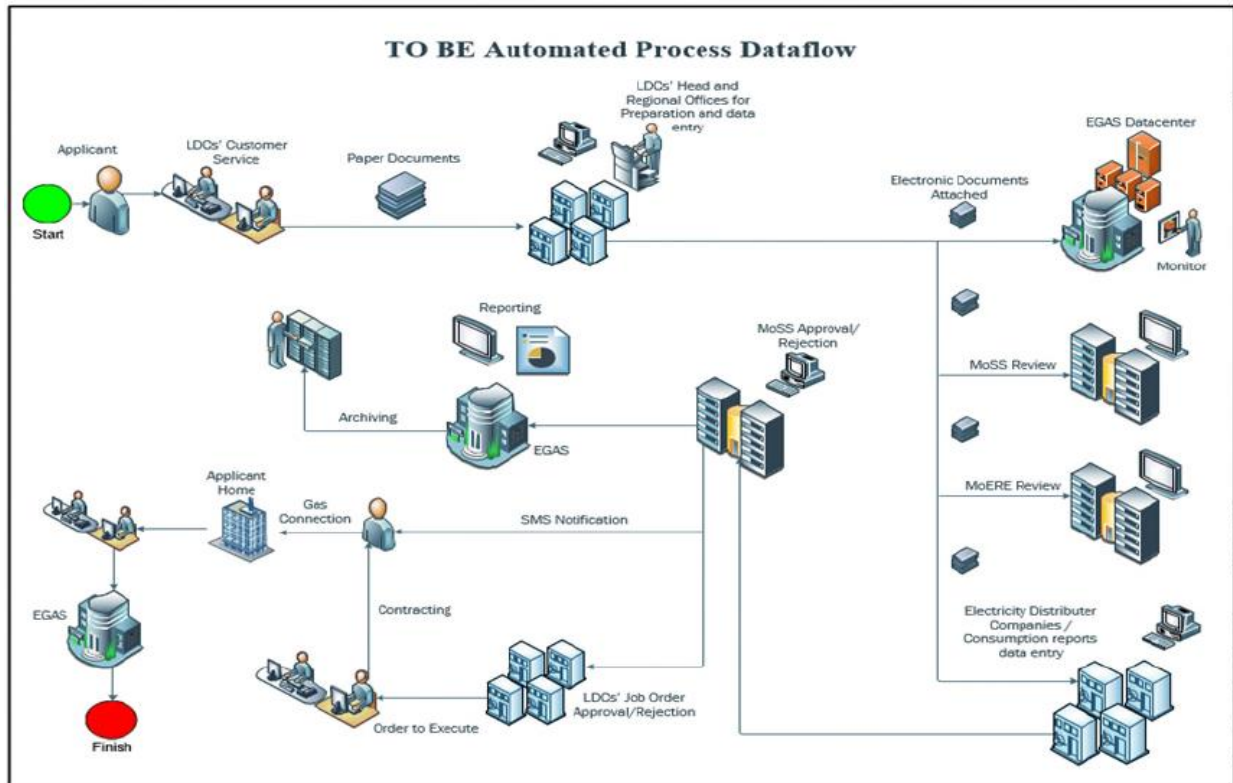
It will require eForms that enable end users to update information as follows:

- Grant Applicants and Application Form:
    - Application reference Number (Automatic Generated according to classification and combination of references)
    - Date of Application (Manual Entry)
    - System Date of application creation (Automatic)
    - Applicant Full Name
    - National Identification Number (ID)
    - Governorate and City
    - Address
    - Social Insurance Number
    - Phone Number
    - Electricity meter type (Post-paid/pre-paid)
    - Electricity Bill
        - Digital payment number for post-paid meter
        - member identification number for pre-paid meter
    - Customer Reference Number (**CRN**) used as Natural Gas Identification Number.
    - Where did the applicant hear about the grant (Drop down menu selection with the availability of "OTHERS" and free text)
    - Attachment of required documents (Include Application Form Scanned, Residence Contract, ID Copy, Electricity meter receipt…etc.).
    - This form covers both eligibility criteria.

- Electricity Consumption:
    - Electricity Consumption data entry field
- Eligibility approval/rejection
    - Select applicant and update status of eligibility.
    - Justification check boxes in case of rejection with the availability to insert comments
    - Print approved and rejected applicants classified and collated by each LDC
- Approval to proceed with the eligibility
    - Availability to comment on every application after received by EGAS
    - Submit Approval to proceed with gas connection.
- Execution of Gas connection
    - LDC updating the contracting status for eligible applicants (availability of attaching documents)
    - LDC's updating the Gas connection progress after contracting with date of activation
    - LDC's request payment from EGAS (on monthly basis and classified for each company)
- Approval and consider applicable for grant payment
    - EGAS to approve the Gas conversion status and activation.
    - EGAS to approve the payment request.
    - EGAS to update the status of Finance payment.

2. Customer Service and Grievance Mechanism automated process

Component (2) of the project for the targeted financial support to the connection of NG requires the establishment of customer services centers. The objective of the customer service support is to ensure high quality service and a proper customer service environment are achieved during the project. In this regards, an automated complain workflow and a grievance mechanism is required to facilitate the response on any issue that might be raised during the execution of component (2) of the project. The following diagram represents the required complains business process and the required automated workflow:

Complains Workflow

Customer Service Improvement Work Flow chart
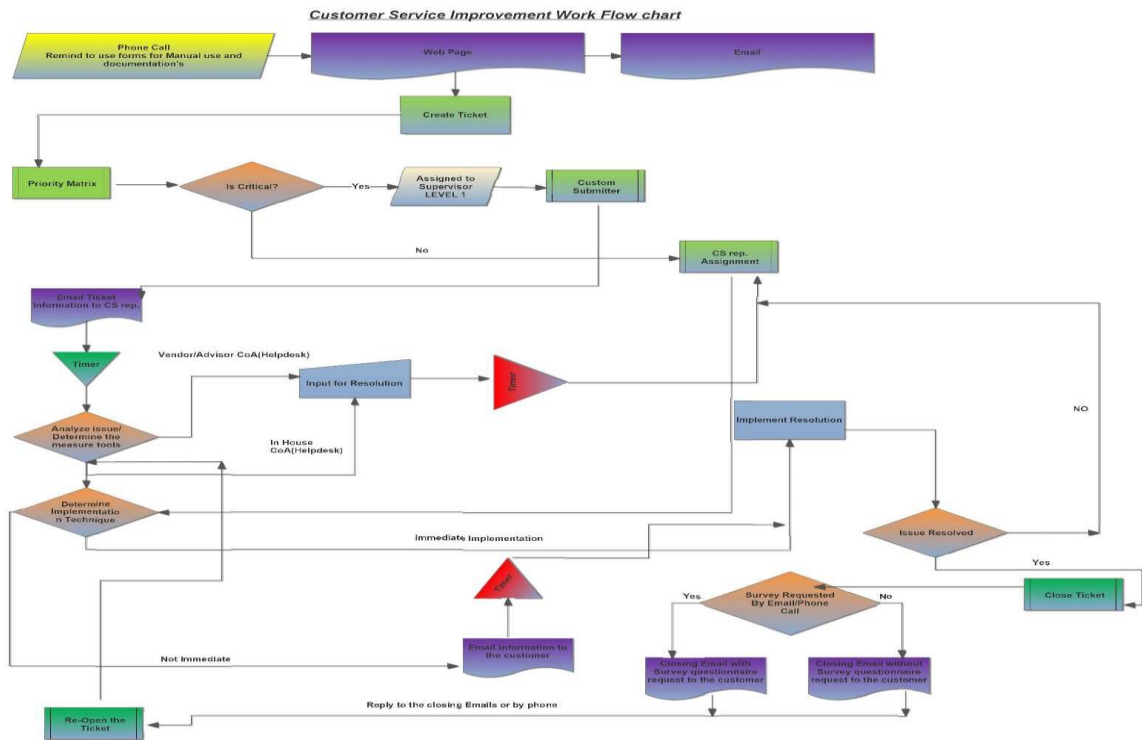
Workflow chart legend

- **Process**- a series of actions or steps taken in order to achieve a particular end.

- **Incoming or changed information**- Information that is incoming into the system or changed by the system.

- **Documents**- Pieces of written, printed, or electronic matter that provide information or evidence.

- **Manual Data Entry**- Information input into our system by individuals.

- **Automated Process**- a process where by human intervention has been reduced to a minimum.

- **Decision**- a conclusion or resolution reached after consideration, whether automated or manual.

- **Timer (Green or red)***- Starting (GREEN) or Stopping (RED) of the time within the helpdesk system.
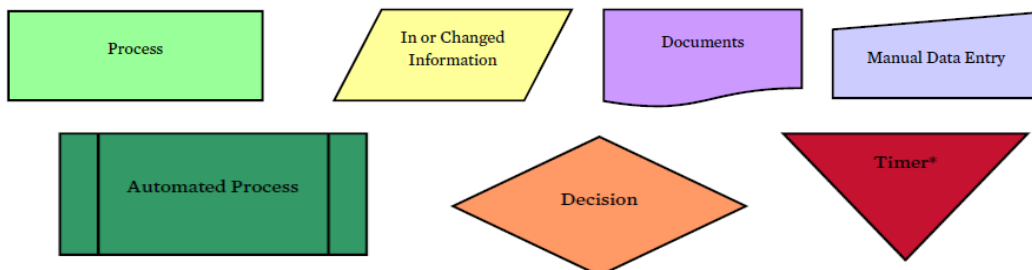
eForm is required to enable end users to update information as follows:

- Complains Form:
    - Complain reference number (Automatic Generated according to classification and combination of references).
    - Complain applicant (selected by ID Number)
    - Concern TYPE "Category" (Normal/High/Critical)
    - Concern Subject (Title for the concern)
    - Concern Comment (details and case description)
    - Comments by LDC
    - Feedback required check box "Yes/No"
    - Attached documents (Any supported document scanned).

3. **Capacity Building Module**

Training and capacity building are essential elements during the execution of Component (2) of the project. To this point, there are special training programs developed to cover different areas within this project.

These programs information shall be part of the required solution with its supported documents. The solution will comprise the data of the trainees' data, running training session, course materials, surveys, dates and venue as well as certificates.

It will require eForms that enable end users to update information as follows:

- Capacity Building eForms:
    - Attendee Name
    - Attendee Company
    - Job Title
    - Job Role within the Project
    - Training Program Title
    - Program Date
    - Location
    - Session duration and training hours
    - Comments and Feedback
    - Attached Documents

4. **Communication and Visibility Module**

The communication strategy is based on the EU communication guidelines that incorporates provisions on the visual and written identity partners and for communication tools. In definition to the above, A Communication and Visibility roadmap has been developed to reflect the scheduled timing and cost of each of the strategic communication tools in an effort to generate the most effective communication impact on potential poor beneficiaries in each of the targeted geographic location countrywide.

A key issue for the success of such communications activities is to focus on the achievements, the impact and the nature of the action and at the same time to be addressing to the correct target audiences.

To achieve the above mentioned, information is required to be maintained in an integrated system and to be updated in the following eForm:

- Communication and Visibility Activity
  - Channel Type and its number such as brochures, popups, etc. (printed, distributed) and its location
  - Date of publishing activity
  - SMS Messages sent to target audience (quantity and content)
  - Street signs contracted (Location, Quantity)
  - Motion and films produced (quantity, information, media files attached)
  - Any required attached document for every events and activity (photos, audio, presentations, etc.)

5. **Processes Reporting**

In addition to the out of the box reports, the following are custom reports required:

Financial Impact

- Invoices Submitted by LDC (Monthly Basis).

- LDC Payment Request to EGAS (Monthly Contracted Applicants).

- Disbursing of each LDC (Monthly Basis).

- Financial Report (Quarterly Basis).

- Disbursement of the requested Amount by LDC from EGAS (Monthly Basis).

Statistical Impact

- Total number of Applications.
  - Categorized By
    - Each LDC.
    - Electricity Consumption Level.
    - Geographic Location.
- Total number of eligible/disqualified household.
  - Categorized By
    - Each LDC.
    - Electricity Consumption Level.
    - Geographic Location.
- Total number of contracted clients benefiting from the grant.
  - Categorized By
    - Each LDC.

- Electricity Consumption Level.

- Geographic Location.

- Total number of connected household benefiting from the grant.

  ➤ Categorized By

    - Each LDC.

    - Electricity Consumption Level.

    - Geographic Location.

- Report for every single applicant full details "Approved / rejected, Contracted / Installed / Complain / Location / Electricity average Consumption / Residence Unit Owned or rented".

- Total number of eligible but not approved by MoSS against total number.

Time Impact

- Time consumed to complete process by each entity "LDC, EGAS, MoSS, MERE".

- Time used to respond to grievances by each entity "LDC, EGAS, MoSS, MERE".

- Time elapsed from application submission till contracting/connected.

  ➤ Including breakdown time tracking "Submission to Decision, Approval to contracting – contracting to connection".

Complains Impact

- Total Complains Report (Daily/Time Interval) "Solved/Closed/Still Open".

- Reports of Complains Solved and if applicant was already contracted, he can refund the amount.

- Total number of grievances "description of claims, response to claim, Solved/Closed/Still Open).

- Total number of aggrieved persons found eligible.

- Corrective procedures adopted in response to complaints.

- Total number of those found eligible after recalculating the electricity average consumption.

Capacity Building Activity Impact

- Total number of events with details.

- Total number of attendees with total training hours.

- Specific report for every program.

Communication and Visibility Impact

- Number of brochures printed and distributed (Locations) vs Applications submitted within same area.

- Popups printed and used (Locations and quantity).

- SMS Messages sent to target audience (quantity).

- Billboards contracted (Locations, quantity) vs Applications submitted within same area.

- Motion and films produced (quantity, information).

Additional Interface and eForms

Other data entry forms are required to support the above-mentioned scope. This will include:

System Data Fields:

- System Users Information:
    - Full Name
    - Company Name
    - Job Title
    - Role within the project (Business Role name)
    - User Photo
    - Phone Number
- Direct Eligible Applicant: (*this will serve the geographic targeted criterion*)
    - Date of Contracting (Manual Entry)
    - Customer Full Name
    - National Identification Number (ID)
    - Address
    - Phone Number
    - Customer Reference Number (**CRN**) used as Natural Gas Identification Number.
    - Attachment of required documents (Include Application Form Scanned, Residence Contract, ID Copy, Electricity meter receipt…etc.).

System Controls

System Authentication and Authorization privilege

Every user will have credentials for login to the system. Those credentials will be group categorized and at some time, privilege could be configured at the level of the user for:

- Forms Access with "Data Entry, Edit, View".

- Approval/Reject.

- Reports view and print.

- Scanning of documents.

- Register a concern or complain.

- Creation of content.

- Version of content.

Mandatory Fields

For every form of data entry, mandatory field will be available for some fields before proceed to the next process to ensure the consistency of the system data. Those data could be listed as follows:

- All Application Data and attachments at the LDC level.

- Electricity Consumption at the MERE Level.

- Approval/rejection with reasons at MoSS Level.

- Beneficiary Status "Contracting, Connection and acceptance" to get payment at LDC Level.

Time Constrains

The implementation of the two (2) required automated workflow that serve the eligibility process and the customer service complains including every process and concerned entity, a time frame shall be implemented to ensure the overall time span of the applicant request cycle from beginning till end. A notification and alerting services will be conducted according to authority and hierarchy roles established before the initiation phase. Those constrains could be listed as follows:

- Time span for the whole process from the application date (not only system submission) till connection.

- Time span for MERE for electricity consumption data search once received.

- Time span for MoSS for Eligibility approval\rejection once received.

- Time span for LDC after approvals by MoSS to proceed with contracting and connection once received.

- Time span for payment requests sent by LDC to EGAS.

- Time span for complains from initiation till ticket closed.

Notifications and Alerts

Notification with escalation procedure will be configured and detailed specified for system implementation phase to maintain the time frame of the dataflow and approvals mechanism. This procedure will cover the following:

- The whole process lifetime cycle from application point till connection.

- MERE for electricity consumption data required.

- MoSS for Eligibility approval\rejection decision.

- LDCs after approvals to proceed with contracting then the connection.

- Complains time interval for response and case closed.

IV. BIDDER'S REQUIREMENTS FOR THE MANDATORY CRITERIA

Bidders must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:
- The contracts size;
- The nature of the Services [Content Management Systems for Oil and Gas sector, end-to-end Content Management implementation services for an organization in Oil and Gas sector];
- Reference sites of the services successfully provided in the Oil and Gas industry by the applicant with at least 5 references to be provided. It is required that such reference persons can be contacted and/or visited for further information on quality of the services.
- Implementation experience of end-to-end Business Process Management solutions. At least 5 references to be provided. It is required that such reference persons can be contacted and/or visited for further information on quality of the services.

If any of above-mentioned criterion is not fulfilled, the Proposal will be rejected before the 2nd step of technical evaluation.

V. TEAM COMPOSITION &QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

Such requirements shall constitute the basis for the evaluation of the Key Experts under Data Sheet 21.1

System Implementer will provide a dedicated experienced team with sound experience in Project Management, Project Implementation Assurance, Business Analysis, Reporting and Programming skills.

The Assignment will require at least a Project Manager, Team Leader, Business Analyst and Software Developer.

The System Implementer shall confirm the availability of the team throughout the lifetime of the Project as requested by the client.

Profile per Expert:

a) Project Manager
EGAS expects the System Implementer to provide a Project Manager to act as the main point of contact and to oversee contractual arrangements for this service throughout the duration of the Framework. He/She must be familiar with the requirements of EGAS - PMU and build a relationship with EGAS Contract Manager(s) who commissions and manages the Services.

Professional Experience:

Proven Experience as a Project Manager with similar projects preferably in Oil and Gas industry of at least 10 years. The Project Manager will be responsible for all related contracted conditions related to the scope of work and the deliverables related to the Implementation including the coordination and completion of the project on time and within scope

Specific skills:

- Good communication skills in English both orally as well in writing are required.
- Excellent editorial/drafting skills (business plans, reports, training coordination).
- Ability to set deadlines and summarize progress.
- Ability to use computer, associated applications and office software that are necessary to successful job performance.
- Excellent interpersonal, communication and management skills.
- Ability to manage personnel from different backgrounds, experience and cultures.
- Sound business ethics, including the protection of proprietary and confidential information.
- Excellent customer service, written and oral communication and interpersonal skills.

b) Team Leader

Professional Experience:

Proven Experience in leading teams within implementation projects and software development of at least 8 years. The team leader shall also be able to understand the business processes with hands-on experience of software programming languages and system requirements documentation.

Specific skills:

- Good communication skills in English both orally as well in writing are required.
- Excellent editorial/drafting skills (change request handling, reports, training coordination)
- Excellent documentation skills and supporting initiatives to improve reporting quality.
- Ability to assign responsibilities.
- Ability to prepare and deliver effective spoken presentations and hand-outs for dissemination in both Arabic and English.
- Excellent interpersonal, communication and management skills.
- Multi-task ability to in a fast-paced environment.
- Ability to manage personnel from different backgrounds, experience and cultures.
- Sound business ethics, including the protection of proprietary and confidential information.
- Excellent customer service, written and oral communication and interpersonal skills.

c) Business Analyst

Professional Experience:

Proven Experience in developing a clear understanding of all existing data requirements. The business analyst would provide support during and post implementation with high quality documentation and the ability to highlight the capability of automating the business processes and/or propose new methods of implementation. In particular, he/she will be responsible for discovering the actual needs of stakeholders and not just what they desire.

Specific skills:

- Good communication skills in English both orally as well in writing are required.
- Developing a clear understanding of all existing data requirements.
- Experience with Windows Active Directory and LINUX administration.
- Experience in developing advanced queries and stored procedures on Oracle Database.
- Able to perform full installation of Opentext platform and Oracle database servers.
- Ability to facilitate communication between business Stakeholders and different departments.
- Ability to play a central role in aligning the needs of a particular business unit with the capabilities that can be delivered by IT.
- Excellent customer service, written and oral communication and interpersonal skills.

d) Software Developer

Professional Experience:

Proven Experience with At least 2+ years in developing Opentext products including workflow design and development, eForms design and customization, IHub reporting tool design and implementation of complex dashboards.

Specific skills:

- Good communication skills in English both orally as well in writing are required.
- Experience with Windows Active Directory and LINUX administration.
- Experience in developing advanced queries and stored procedures on Oracle Database.
- Able to perform full installation of Opentext platform and Oracle database servers.
- Excellent customer service, written and oral communication and interpersonal skills.

VI. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

(a) Project Initiation and inception report, issued once at the start-up of the project, including the description of the project and its objectives, activities that are planned in order to meet those objectives, team mobilization, describe the progress made during the project launch, timeline for the evaluation.

(b) Detailed report listing all license provided, issued once at the beginning of the installation phase, including the license numbers, modules covered under license, support scheme of the license.

(c) Implementation Plan and schedule, issued not more than two (2) weeks after the inception report with the opportunity to update the timeframes during the implementation lifetime, including the deliverables, milestones, work packages and phases.

(d) Detailed functional requirement report, issued after the analysis period, including all the requirements subject of this RFP and any additional/modified requirements within scope and subject of client approval before proceeding the installation and the implementation. This report also will include the High Level network Architecture with the business processes (workflow diagram).

(e) Training program report, issued after the after the analysis period, including the number of required training sessions, places, attendees and time schedule.

(f) Monthly progress report, issued during the first week of every month through the lifetime of the contract, including the progress and the planned tasks of every month.

(g) Legacy data migration report issued **twice**, one after data gathering indicating the plan for the activities required and the second will be at the end of the Backlog activity, including the number of documents, record migrated, number of actual papers uploaded in system.

(h) As built report, issues once at the end of the project, including the actual system architecture, database layout, accessibility and security matrix, system configuration, level of customization.

In the case of change or modification of any function within the Scope of Work after award and signing contract, the following items shall be considered and addressed by the System Implementer before start:

- Clearly define the change and align it to business goals.
- Determine impacts and those affected.
- Readiness Assessments.
- Review Implementation Communication strategy and Plan.
- Determine the Sponsor of Activities and Sponsor Roadmaps.
- Review EGAS - PMU Feedback and Corrective Action if exist.
- Provide updated report on way of implementing the changes.

Additional reporting might be needed/requested during implementation of the Project such as minutes of meeting, high level summaries that might be requested by Top management.

6. Client's Input and Counterpart Personnel

(a) *Services, facilities and property to be made available to the System Implementer by the Client: ____*

Security Clearance for the dedicated implementation team inside EGAS premises.

(b) *Professional and support counterpart personnel to be assigned by the Client to the System Implementer's team:*

- Yehia Nassar, Planning Manager
- Tarek Mansour, Planning Manager
- Sara Naguib, Project Engineer

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. Conditions of Contract and Contract Forms

CONTRACT FOR IMPLEMENTATION SERVICES

Project Name: Targeted Financial Support to Disadvantaged Households
for the Payment of Natural Gas Connection Fees

Implementation of DBMS, EDS, Reporting and Follow-Up System and license
for Component (2)

Contract No. _____

Between

**Egyptian Natural Gas
Holding Company
(EGAS)**

and

[Name of the System Implementer]

Dated: _____

Contents

I. FORM OF CONTRACT

[Text in brackets [ ] is for guidance purpose and should be deleted in the final text]

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **[Egyptian Natural Gas Holding Company "EGAS"]** (hereinafter called the "Client") and, on the other hand, *[name of System Implementer]* (hereinafter called the "System Implementer").

[If the System Implementer consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the System Implementer's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "System Implementer").]

WHEREAS

(a)   The Client has requested the System Implementer to provide certain implementation services as defined in this Contract (hereinafter called the "Services");

(b)   The System Implementer, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c)   The Client has received *[or has applied for]* funds from the Agence Française de Développement (the "AFD") toward the cost of the Services and intends to apply a portion of these funds to eligible payments under this Contract, it being understood that (i) payments by the AFD will be made only at the request of the Client and upon approval by the AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the AFD providing for the funds, and (iii) no party other than the Client shall derive any rights from the agreement or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1.   The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a)   The General Conditions of Contract (including Attachment 1 "AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility);
(b)   The Special Conditions of Contract;
(c)   Appendices:
Appendix A: Terms of Reference;
Appendix B: System Implementer's Technical Proposal (including methodology and Experts, and the signed Statement of Integrity);
Appendix C: Breakdown of the Contract Price(s);
Appendix D: Form of Advance Payment Guarantee.

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2.   The mutual rights and obligations of the Client and the System Implementer shall be as set forth in the Contract, in particular:

(a)   The System Implementer shall carry out the Services in accordance with the provisions of the Contract; and

(b)   The Client shall make payments to the System Implementer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Egyptian Natural Gas Holding Company (EGAS)*

_____

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of System Implementer or Name of a Joint Venture]*

_____

[Authorized Representative of the System Implementer – name and signature]

*[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the System Implementer *[insert the name of the Joint Venture]*

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(b) "**Applicable law**" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(c) "**AFD**" means the Agence Française de Développement (AFD).

(d) "**Client**" means the authority entity that signs the Contract for the Services with the selected System Implementer.

(e) "**System Implementer**" means a legally-established professional implementing firm or entity selected by the Client to provide the Services under the signed Contract.

(f) "**Contract**" means the legally binding written agreement signed between the Client and the System Implementer and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(g) "**Day**" means a calendar day unless indicated otherwise.

(h) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(i) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the System Implementer, System Sub-Implementer or JV member(s) assigned by the System Implementer to perform the Services or any part thereof under the Contract.

(j) "**Foreign Currency**" means any currency other than the currency of the Client's country.

(k) "**GCC**" means these General Conditions of Contract.

(l) "**Government**" means the government of the Client's country.

(m) "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the

performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the System Implementer's proposal.

(o) "**Local Currency**" means the currency of the Client's country.

(p) "**Non-Key Expert(s)**" means an individual professional provided by the System Implementer or its System Sub-Implementer to perform the Services or any part thereof under the Contract.

(q) "**Party**" means the Client or the System Implementer, as the case may be, and "**Parties**" means both of them.

(r) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(s) "**Services**" means the work to be performed by the System Implementer pursuant to this Contract, as described in Appendix A hereto.

(t) "**System Sub-Implementers**" means an entity to whom/which the System Implementer subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the System Implementer. The System Implementer, subject to this Contract, has the complete charge of the Experts and System Sub-Implementers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so

specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8.	**Authority of Member in Charge**	8.1. In case the System Implementer is a Joint Venture, the members hereby authorize the lead member specified in the **SCC** to act on their behalf in exercising all the System Implementer's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9.	**Authorized Representatives**	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the System Implementer may be taken or executed by the officials specified in the **SCC.**
10.	**Corrupt and Fraudulent Practices, and Social and Environmental Responsibility**	10.1. The AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11.	**Effectiveness of Contract**	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the System Implementer instructing the System Implementer to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12.	**Termination of Contract for Failure to Become Effective**	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13.	**Commencement of Services**	13.1. The System Implementer shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14.	**Expiration of Contract**	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
15.	**Entire Agreement**	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16.	**Modifications or Variations**	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the AFD is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, System Sub-Implementers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. Non Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8.   During the period of their inability to perform the Services as a result of an event of Force Majeure, the System Implementer, upon instructions by the Client, shall either:

(a)   Cease its activities and demobilize, in which case the System Implementer shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or

(b)   Continue with the Services to the extent reasonably possible, in which case the System Implementer shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9.   In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

18. Suspension

18.1.   The Client may, by written notice of suspension to the System Implementer, suspend all payments to the System Implementer hereunder if the System Implementer fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the System Implementer to remedy such failure within a period not exceeding thirty (30) days after receipt by the System Implementer of such notice of suspension.

19. Termination

19. 1   This Contract may be terminated by either Party as per provisions set up below:

a.   By the Client

19.1.1   The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the System Implementer in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a)   If the System Implementer fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b)   If the System Implementer becomes (or, if the System Implementer consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c)   If the System Implementer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Sub-clause GCC 49.1;

(d) If, as the result of Force Majeure, the System Implementer is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the System Implementer fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the System Implementer has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the System Implementer, to terminate the System Implementer's employment under the Contract.

b. By the System Implementer

19.1.3 The System Implementer may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-clause.

(a) If the Client fails to pay any money due to the System Implementer pursuant to this Contract and not subject to dispute pursuant to Sub-clause GCC 49.1 within forty-five (45) days after receiving written notice from the System Implementer that such payment is overdue;

(b) If, as the result of Force Majeure, the System Implementer is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1;

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the System Implementer may have subsequently approved in writing) following the receipt by the Client of the System Implementer's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the System Implementer's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.

d.	**Cessation of Services**	19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Sub-clauses GCC 19a or GCC 19b, the System Implementer shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the System Implementer and equipment and materials furnished by the Client, the System Implementer shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e.	**Payment upon Termination**	19.1.6 Upon termination of this Contract, the Client shall make the following payments to the System Implementer:

(a)   Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

(b)   In the case of termination pursuant to paragraphs (d) and (e) of Sub-clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE SYSTEM IMPLEMENTER

20. General

a.	**Standard of Performance**	20.1 The System Implementer shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The System Implementer shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

20.2   The System Implementer shall employ and provide such qualified and experienced Experts and system sub-implementers as are required to carry out the Services.

20.3   The System Implementer may subcontract part of the Services to an extent and with such Key Experts and system sub-implementers as may be approved in advance by the Client. Notwithstanding such approval, the System Implementer shall retain full responsibility for the Services. The System Implementer shall not subcontract the whole of the Services.

b.	**Law Applicable to Services**	20.4 The System Implementer shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps

to ensure that any of its Experts and system sub-implementers, comply with the Applicable law.

20.5   Throughout the execution of the Contract, the System Implementer shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

20.6   The Client shall notify the System Implementer in writing of relevant local customs, and the System Implementer shall, after such notification, respect such customs.

21. Conflict of Interests

21.1   The System Implementer shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a.   System Implementer Not to Benefit from Commissions, Discounts, etc.

21.1.1   The payment of the System Implementer pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the System Implementer's only payment in connection with this Contract and, subject to Sub-clause GCC 21.1.3, the System Implementer shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the System Implementer shall use its best efforts to ensure that any system sub-implementers, as well as Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2   Furthermore, if the System Implementer, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the System Implementer shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the System Implementer in the exercise of such procurement responsibility shall be for the account of the Client.

b.   System Implementer and Affiliates Not to Engage in Certain Activities

21.1.3   The System Implementer agrees that, during the term of this Contract and after its termination, the System Implementer and any entity affiliated with the System Implementer, as well as any system sub-implementers and any entity affiliated with such system sub-implementers, shall be disqualified from providing goods, works, plants, consulting services or non-consulting services resulting from or directly related to the System Implementer's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c.   Prohibition of Conflicting Activities

21.1.4   The System Implementer shall not engage, and shall cause its Experts as well as its system sub-implementers not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. **Strict Duty to Disclose Conflicting Activities**	21.1.5	The System Implementer has an obligation and shall ensure that its Experts and system sub-implementers shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written approval of the Client, the System Implementer and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the System Implementer and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the System Implementer

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the System Implementer's liability under this Contract shall be as determined under the Applicable law.

24. Insurance to be Taken out by the System Implementer

24.1 The System Implementer (i) shall take out and maintain, and shall cause any system sub-implementers to take out and maintain, at its (or the system sub-implementers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The System Implementer shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The System Implementer shall keep, and shall make all reasonable efforts to cause its system sub-implementers to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The System Implementer shall permit and shall cause its system sub-implementers to permit, the AFD and/or persons appointed by the AFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD. The System Implementer's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the AFD's inspection and audit rights provided for under this Sub-clause GCC 25.2 constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1 The System Implementer shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the System Implementer for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The

System Implementer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The System Implementer may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2   If license agreements are necessary or appropriate between the System Implementer and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the System Implementer shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

| **28.** | **Equipment, Vehicles and Materials** | 28.1   Equipment, vehicles and materials made available to the System Implementer by the Client, or purchased by the System Implementer wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the System Implementer shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the System Implementer, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. |

28.2   Any equipment or materials brought by the System Implementer or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the System Implementer or the Experts concerned, as applicable.

D. SYSTEM IMPLEMENTER'S EXPERTS AND SYSTEM SUB-IMPLEMENTERS

| **29.** | **Description of Key Experts** | 29.1   The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the System Implementer's Key Experts are described in **Appendix B.** |

29.2   In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the System Implementer by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-clause GCC 41.1.

29.3   In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement

between the Client and the System Implementer. In case where payments under this Contract exceed the ceilings set forth in Sub-clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1   Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2   Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the System Implementer's written request and due to circumstances outside the reasonable control of the System Implementer, including but not limited to death or medical incapacity. In such case, the System Implementer shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1   If during execution of the Contract, additional Key Experts are required to carry out the Services, the System Implementer shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.

31.2 In case of unit price (time-based) contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or system sub-implementers

32.1   If the Client finds that any of the Experts or system sub-implementer has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the System Implementer's Experts or system sub-implementers have engaged in corrupt or fraudulent practice while performing the Services, the System Implementer shall, at the Client's written request, provide a replacement.

32.2   In the event that any of the Key Experts, Non-Key Experts or system sub-implementers is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the System Implementer to provide a replacement.

32.3   Any replacement of the removed Experts or system sub-implementers shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1   In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the System Implementer shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

33.2 In case of lump-sum Contract, the System Implementer shall bear all costs arising out or incidental to any removal and/or replacement of such Experts.

34. Working Hours, Overtime, Leave, etc. (time-based contract only)

34.1   Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in Appendix A before their arrival in, or after their departure from, the Client's country.

34.2   The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the System Implementer's remuneration shall be deemed to cover these items.

34.3   Any taking of leave by the Experts shall be subject to the prior approval of the System Implementer who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1   Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a)   Assist the System Implementer with obtaining work permits and such other documents as shall be necessary to enable the System Implementer to perform the Services;

(b)   Assist the System Implementer with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract;

(c)   Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents;

(d)   Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e)   Assist the System Implementer and the Experts and any system sub-implementers employed by the System Implementer for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a legal entity in the Client's country according to the Applicable Law in the Client's country;

(f)   Assist the System Implementer, any system sub-implementers and the Experts of either of them with obtaining the privilege, pursuant to the Applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services;

(g)   Provide to the System Implementer any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1   The Client warrants that the System Implementer shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.   The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the System Implementer and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the System Implementer or any system sub-implementers or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1   If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the System Implementer in performing the Services, then the remuneration and other expenses otherwise payable to the System Implementer under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Sub-clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1   The Client shall make available to the System Implementer and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in the above mentioned **Appendix A.**

38.2   In case that such services, facilities and property shall not be made available to the System Implementer as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the System Implementer for the performance of the Services, (ii) the manner in which the System Implementer shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the System Implementer as a result thereof pursuant to Clause GCC 41.

39. Counterpart Personnel

39.1   The Client shall make available to the System Implementer free of charge such professional and support counterpart personnel, to be nominated by the Client with the System Implementer's advice, if specified in **Appendix A**.

39.2   If counterpart personnel are not provided by the Client to the System Implementer as and when specified in **Appendix A**, the Client and the System Implementer shall agree on (i) how the affected part of the

Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the System Implementer as a result thereof pursuant to Clause GCC 41.

39.3   Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the System Implementer. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the System Implementer that is consistent with the position occupied by such member, the System Implementer may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1   In consideration of the Services performed by the System Implementer under this Contract, the Client shall make such payments to the System Implementer and in such manner as provided by GCC F below.

F. PAYMENTS TO THE SYSTEM IMPLEMENTER

41. Ceiling Amount (time-based) or Contract Price (lump-sum)

41.1   In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

42. Remuneration and Reimbursable Expenses (unit price – time-based only)

42.1   The Client shall pay to the System Implementer (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the System Implementer in the performance of the Services.

42.2   All payments shall be at the rates set forth in **Appendix C**.

42.3   Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4   The remuneration rates shall cover: (i) such salaries and allowances as the System Implementer shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the System Implementer's profit, and (iv) any other cost unless otherwise specified in the **SCC**.

43. Taxes and Duties

43.1   The System Implementer, system sub-implementers and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2   As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the System Implementer or are paid by the Client on behalf of the System Implementer.

44. Currency of Payment

44.1   Any payment under this Contract shall be made in the currency(ies) of the Contract**.**

45. Mode of Billing and Payment

45.1   Billings and payments in respect of the Services shall be made as follows:

(a)   *Advance payment*. Within the number of days as specified in the **SCC** after the Effective Date, the Client shall pay to the System Implementer an advance payment as specified in the **SCC**.   Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until the said advance payments have been fully set off;

(b)   *The Itemized Invoices (unit price – time-based).* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time

interval otherwise indicated in the **SCC**, the System Implementer shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the System Implementer's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments;

(c)   *The Lump-Sum Installment Payments.* The Client shall pay the System Implementer within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the System Implementer within the same sixty (60) days period. The System Implementer shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated;

(d)   *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the System Implementer and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the System Implementer specifying in detail deficiencies in the Services, the final report or final invoice. The System Implementer shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the System Implementer to the Client within thirty (30) days after receipt by the System Implementer of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above;

(e)   All payments under this Contract shall be made to the accounts of the System Implementer specified in the **SCC**;

(f)   With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the System Implementer of any obligations hereunder.

46. Interest on Delayed Payments and Damages

46.1   Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-clause GCC 45.1 (b) or (c), interest shall be paid to the System Implementer on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

46.2   Damages: If the System Implementer fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1   The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1   The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2   If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1   Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

Attachment 1: AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility

1.   Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) Reject a proposal for a contract award if it is established that during the selection process the bidder or system implementer that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;

(b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants, sub-consultants, system implementers or system sub-implementers their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

(a)   Corruption of a Public Officer means:

(i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or

(ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

   (i)   Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

   (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

   (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

   (i)   The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

   (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

   (i)   Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

   (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

   (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2.   Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognized environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

   (a) Comply with and ensure that all their subcontractors or system sub-implementers comply

with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

III.   SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1 Applicable law	**The Contract shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt, without considering any conflict of law principle (s) that may refer the matter to other jurisdiction**
4.1 Language	**The language is: English**.

6.1 and 6.2 Communications	**The addresses are:**
	
	Client : **Egyptian Natural Gas Holding Company (EGAS), 85 El Nasr Road, 1st District, Nasr City 11371, Cairo, Egypt**
	
	Attention : **Eng. Mustafa Helal – Vice Chairman For Planning and Gas Projects**
	Facsimile :
	E-mail (where permitted): **ynassar@egas.com.eg,**
	                snagiub@egas.com.eg,
	                tmansour@egas.com.eg
	
	System Implementer:
	
	Attention :
	Facsimile :
	E-mail (where permitted) :

8.1 Authority of Member in Charge	*[Note: If the System Implementer consists only of one entity, state "N/A";* *OR* *If the System Implementer is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in* Sub-clause *SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is_____** *[insert name of the member]*
9.1 Authorized Representatives	**The Authorized Representatives are:** For the Client: **Eng. Mustafa Helal** **Vice Chairman For Planning and Gas Projects** For the *System Implementer :[name, title]*_____
11.1 Effectiveness of Contract	**The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.**

12.1	**Not applicable**
13.1 Commencement of Services	**Commencement of Services: the Services shall start on** *[One "1" week after* effective date]*
14.1 Expiration of Contract	**The time period shall be: eight months for the implementation**
16.1 Modifications or Variations	The maximum percentage by which any modification or variation of the scope of the Services may be increased is: 15%
20.5 Law Applicable to Services	The System Implementer shall not provide services or goods originating from a country subject to an embargo from France, the European Union, or the United Nations**.**
23.1 Liability of System Implementer	**Limitation of the System Implementer's Liability towards the Client:** (a) Except in the case of negligence or willful misconduct on the part of the System Implementer or on the part of any person, Sub-consultants or a firm acting on behalf of the System Implementer in carrying out the Services, the System Implementer, with respect to damage caused by the System Implementer to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii)for any direct loss or damage that exceeds the total value of the Contract; (b) This limitation of liability shall not : (i) affect the System Implementer's liability, if any, for damage to Third Parties caused by the System Implementer or any person, Sub-consultants or firm acting on behalf of the System Implementer in carrying out the Services; (ii) be construed as providing the System Implementer with any limitation or exclusion from liability which is prohibited by the Applicable Law.
24.1 Insurance to be Taken out by the System Implementer	**The insurance coverage against the risks shall be as follows:** (a) Client's liability and workers' compensation insurance for the System Implementer's Experts and system sub-implementers in accordance with the relevant provisions of the Applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate. (b) Third Party liability insurance "in accordance with the Applicable law";
27.2 Proprietary Rights in Reports and Records	*[***The System Implementer shall not use these** *[reports of the implementation service, detailed system design, database architecture and workflow diagrams regarding this task.]* **for purposes unrelated to this Contract without the prior written approval of the Client**.*]*

	The System Implementer shall retain for a period of ten (10) years after the termination or expiration of this Contract all documents and subsequent related correspondence , all kind of information , documents , or reports related to the to this Contract and/or the Services performed according to this Contract, and shall provide the Client with the same upon the Client's request. The obligation of confidentiality shall survive at termination or expiration of this contract.
41 Ceiling Amount or Contract Price	**The contract is: [a lump-sum price contract]** **The Contract price (lump-sum) is:** _____ *[insert amount and currency for each currency]* **exclusive of local indirect taxes.** **The amount of such taxes is** _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the System Implementer in Form FIN-2 of the System Implementer's Financial Proposal.]*
41.2 Ceiling Amount (time based) or Contract price (lump-sum)	The Contract price shall be fixed.
45.1 (a) (Advance Payment)	**Not Applicable**
45.1 (c) (lump-sum)	**The payment schedule: shall be in accordance with FIN-2 as follows:** 1. **Data Gathering and Business Analysis** 10% 2. **License receiving** 40% 3. **Installation of all system components** 10% 4. **Deployment of system on test environment** 20% 5. **Training programs** 5% 6. **Backlog Operation** 5% 7. **Operational Environment and Go Live** 10% *[Total sum of all installments should amount to the Contract price set up in SCC 41.]*
45.1(e)	**The accounts are:** for foreign currency: *[insert account].* for local currency: *[insert account].*
46.1 Interest on Delayed Payments	**The interest rate is**: *N/A*
46.2 Damages	**[*200 Euro*] per Day for late delivery of each expected Deliverable, the work schedule and planning for the aforementioned deliverables (Form-Tech-3)**

	as part of attached System Implementer proposal (Appendix A), indicates the due for each deliverable by the System Implementer as Delay Damages.
49. Dispute Resolution	**Any arbitration proceedings associated with any dispute on any matter related to this Contract shall be in accordance with the provisions set forth in the Rules of The Cairo Regional Arbitration Centre for International Commercial Arbitration (CRCICA). The seat of arbitration shall be Cairo, the Arab Republic of Egypt, the language of the arbitration shall be English and the arbitral tribunal shall consist of three members.**

IV. APPENDICES

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) worked out by the Client and the System Implementer during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the System Implementer's team; specific tasks that require prior approval by the Client.

APPENDIX B – SYSTEM IMPLEMENTER'S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS

[Insert the System Implementer's Technical Proposal and finalized during the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the tables with the Breakdown of the Contract Price(s). The tables shall be based on Forms FIN-2, FIN-3 and FIN-4 of the System Implementer's Financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.

APPENDIX D – PERFORMANCE SECURITY (BANK GUARANTEE)

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 of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in 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 your demand or the sum specified therein.

The Guarantor agrees to an extension of this guarantee, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than 28 days from the date of the Final Acceptance Test Certificate as defined in the Contract, and any demand for payment under it must be received by us at this office indicated above on or before that date.

_____

[signature(s)]

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[1]*The Guarantor shall insert an amount representing the percentage of the Price specified in the Supply Contract, and denominated in Egyptian Pounds.*

APPENDIX E - FORM OF ADVANCE PAYMENT GUARANTEE

[See Sub-clauses GCC 45.1 (a) and SCC 45.1(a)]

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[name of System Implementer or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the *System Implementer* ") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the System Implementer, we _____ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the System Implementer are in breach of their obligation under the Contract because the System Implementer have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the System Implementer on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the System Implementer as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the System Implementer has made full repayment of the amount of the advance payment, or on the __ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be made in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension presented to the Guarantor before the expiry of the guarantee. Such an extension will be granted only once."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____
    [signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.