





TECHNICAL SPECIFICATIONS FOR THE CONTRACTING OF CONSULTANT SERVICES AND TECHNICAL SUPERVISION OF THE WORKS IN THE FINAL STAGE OF THE PROJECT FOR THE COMPLETION OF THE MODERNISATION OF ARCHAEOLOGICAL SITES OF THE HISTORICAL HERITAGE OF EGYPT.

File Ref. TSA0080095

1. PURPOSE OF THE SPECIFICATION

The purpose of these specifications is to contract the CONSULTANT Services and Technical Supervision of the Final Stage of the necessary works to complete the project for the Completion of the Modernisation Works of the Archaeological Sites of the Historical Heritage of Egypt.

These specifications will govern the contract, its content and effects. All conditions will be applicable to the entire service and will be supervised and evaluated by TRAGSA's technical staff. The mere submission of an offer implies the acceptance of the conditions established by TRAGSA, as well as its knowledge and understanding.

2. OBJECT OF THE CONTRACT

The object of the contract is the specialised consultancy to be provided by CONSULTANT CONSULTANT during the next phase of the project: **FINAL STAGE**, whose works are to be executed on the basis of the Scope Documents of each system, which technically define the works to be executed FOR THE COMPLETION OF THE PROJECT FOR THE MODERNISATION AND IMPROVEMENT OF THE EGYPT ARCHAEOLOGICAL SITES.

The CONSULTANT CONSULTANT shall provide technical assistance and supervision of the remaining works to be carried out at all the archaeological sites in both Gizah and Luxor, monitoring and providing technical advice until the implementation of each system, as well as coordinating the training at the end of the project in Luxor, according to the technical specifications contained in this document.

Nature of the contract: This is an CONSULTANT and Consultancy Services Contract governed by the provisions of the Spanish Public Sector Contracts Law (Law 9/2017 of 8 November).

This object of the contract corresponds to the CPV code: 71300000-1 CONSULTANT services or 71310000-4 CONSULTANT and construction consultancy services or 71318000-0 CONSULTANT advisory and consultancy services; of the Common Procurement Vocabulary (CPV), and is part of TRAGSA's action 3242013 - COMPLETION OF WORKS IN GIZAH-LUXOR (EGYPT).

Working language: The official technical language of the project is <u>English</u>. The bid will be drafted and submitted in <u>English</u>. With regard to the interlocution with the companies in charge of the execution of the works, CONSULTANT Consultant will be able to communicate both in Spanish (with Tragsa personnel, or Spanish technological suppliers/suppliers) as well as in English (with the construction companies working in Egypt and the local Egyptian authorities).





ER-0885/1998-001/00 Tragsa GA-2003/0120-001/00 Tragsa ER-0885/1998-002/00 Tragsatec GA-2003/0120-002/00 Tragsatec







It shall also provide occasional assistance in technical meetings in <u>Arabic</u>, as required, and significantly in technical meetings with local authorities (SCA), whose preferred language is Arabic.

Place of work: The provision of specialised consultancy services by the CONSULTANT will be carried out - depending on the needs - in the following locations:

- In Egypt, in the field (at the various sites in Egypt listed below) as there is work linked to the technical control of the physical execution of the works that must be carried out on the ground.
- At the headquarters of the CONSULTANT Company in Spanish territory, as it requires the preparation of technical documentation that does not require attendance, as well as technical follow-up meetings via videoconference, etc.

3. LOCATIONS

The sites affected by the Project for the "Modernisation and Improvement of Archaeological Sites in Egypt" are the following:

- The Gizah Pyramids Archaeological Site in Cairo
- The Luxor Temple on the East Bank
- The archaeological zone on the West Bank of the Nile River near Luxor (West Bank), which includes performances at: the temple of Medina Habut, the temple of Rammeseum, the temple of Hatchepsut, Carter's House and the Valley of the Kings in Egypt.

4. BACKGROUND

In absence of an executive project that defines the works, in former phases of the project a technical audit was done over the equipment and systems previously installed, and series of technical documents were drawn up on the scope of each of the systems involved, which technically define the necessary works to complete the unfinished works.

As a result of these previous technical assistance works, the works are ruled by a series of **Scope of Works Documents for each system**, the execution of which must be materialised, according to the following:

Scoping Document No. 1	1	Gizah	Visitor Center and Priority works
Scoping Document No. 2	2	Gizah	Civil Works
Scoping Document No. 3	3	Gizah	FO + CCTV + Electricity
Section 3.1	3.1	Gizah	Optical Fibre
Section 3.2	3.2	Gizah	CCTV
Section 3.3	3.3	Gizah	Power supply
Scoping Document No. 4	4	Luxor	FO + CCTV + Electricity
Section 4.1	4.1	Luxor	Optical Fibre
Section 4.2	4.2	Luxor	Power supply







Section 4.3	4.3	Luxor	Perimeter Detection
Section 4.4	4.4	Luxor	CCTV
Scoping Document No. 5	5	Luxor	Alarm Centralisation and Control Centres
Scoping Document No. 6	6	Luxor	Vehicle barriers
Scoping Document No. 7	7	Luxo	Ticketing and X-Ray
Scoping Document No. 8	8	Gizah/Luxor	Supply of materials
Section 8.1	8.1	Gizah	Fiber Optic Material Supplies
Section 8.2	8.2	Luxor	Material supplies Alarm centralisation
Scoping Document No. 9	9	Luxor	Luxor Artistic Lighting
Scoping Document No. 10	10	Gizah	Artistic lighting Gizah

These documents will be provided as technical information to the CONSULTANT Company that is awarded with the contract, as they technically define in sufficient detail all the works to be supervised. Each document defines the works that have been determined necessary for the completion of each system and of the Project as a whole.

The scope defined in these technical documents has been presented and approved by the final client, the Supreme Council of Antiquities of Egypt (SCA), drafting two documents: one for Gizah, another for Luxor called "*Scope of Works Documents*", which constitute the validation of the proposed scopes in each case, and are published as documentation attached to this Tender, in order to understand the scope of the Works to be supervised, that may be unloaded after signing a **Confidentiality Commitment**.

5. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

The CONSULTANT CONSULTANT will be responsible for the following tasks:

✓ 5.1. TECHNICAL SUPERVISION OF WORKS IN THE FINAL PHASE:

TRAGSA has been assigned to proceed with the material execution of the works described in the Scope Documents, which contain the definition of the Works that remain to be executed in the FINAL PHASE, until the completion of the Project.

The pending works must be undertaken as a matter of urgency, as the objective of this phase is to complete their execution in order to put the security and lighting systems that affect the different sites of Gizah and Luxor into operation as soon as possible.

The CONSULTANT shall supervise the adaptation of the works and installation of the corresponding systems until their commissioning, as described in the approved Scope of Works Documents. In any case, in the event of any unforeseen particular situation, contingencies on site, or requests for modification of the scope of works by the local authorities, the CONSULTANT shall provide technical assistance to TRAGSA, proposing solutions or adapting the technical documentation to the particular circumstances required.







The activities included in the concept associated with the technical supervision of the works and installation of the various components of each system are summarised as follows:

- Support for the technical definition of the scope of the activities to be carried out, with the necessary degree of detail to enable their execution and implementation. Preparation of technical reports on potential changes of scope, technical study and analysis of the required change of scope, with evaluation of the impact on cost and time.
- Monitoring of the works, carrying out technical control of the execution, review of the progress and progression of the works, verification of measurements and preparation of plans or details of the work. Detailed plans are included for the definition of solutions, but they do not replace the plans that must be submitted by each installer to Tragsa for the installation executed. Issuance of monthly monitoring report on the final phase of the works.
- Technical support for the resolution of blockages or problems arising on site, identification of solutions by proposing alternatives for resolving the conflict. Carrying out analyses and technical proposals for alternative solutions if necessary.
- Supervision and validation of technical tests and trials, providing assistance in the starting-up and commissioning process of the systems. The installer of each system must propose a Test Plan to Tragsa, which will be validated by the CONSULTANT, who may propose additional tests if deemed necessary. Issue of "System Completion Technical Reports" as each system is commissioned and completed.
- Review, validation and compilation of As-built documentation, creating a complete global document
 of the As Built project. The As-built documentation for each system must be provided to Tragsa by
 the different installers. Preparation of the "End of Works Document" with the necessary and
 sufficient documentation for the correct completion of the service to hand over the finished works
 and proceed to the Definitive Reception of the works.

The CONSULTANT will have to undertake the necessary communication and coordination tasks with the Contractors, for the correct supervision of the works, participating in the correct layout, installation works, testing and commissioning of each system, until they are delivered to the beneficiary (SCA) fully completed and functioning.

The CONSULTANT shall provide TRAGSA with specific documentation and technical clarifications necessary for the correct execution of the works. In the event that it is necessary to redefine any of the systems in order to adapt them to particular circumstances, the CONSULTANT shall also provide technical assistance in the correction or redefinition of the system affected by these circumstances.

In the event that the CONSULTANT detects any conflict, incompatibility, malfunction or obsolescence problems in any of the equipment supplied or systems previously installed, or for any reason advises against the installation of any specific equipment, the CONSULTANT will send TRAGSA the corresponding Technical Report analysing the conflict and proposing the different technical solutions that can be addressed, in which case, once approved, they must be subject to technical definition with sufficient detail for their execution. In the event that it is not possible to install any stored equipment, technical justification must be provided with

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the replacing proposal available on the market, assessing the impact on costs and the required time to replace them.

After the execution, the CONSULTANT will carry out the technical validation of each installation in each of the sites and the commissioning of the installations and the equipment involved will be carried out, as well as the systems integration work for the Client, which will be undertaken by the specialised CONSULTANT Company. The CONSULTANT will support in the coordination and execution of the operation tests and commissioning of the equipment.

At the end of the works of each system, the CONSULTANT shall provide TRAGSA with the revised and ordered as-built technical documentation of each system, together with the result of the technical control carried out, which, as described below, shall be included in a Technical Report of System Completion, after which TRAGSA shall inform of its completion and formally request the beneficiary the reception the works executed by complete systems, so that the local authorities (SCA) can proceed with the **RECEIPT** and the putting into use of the executed installations delivered.

✓ 5.2. TRAINING COORDINATION & TRAINING SERVICES:

CONTENT OF THE ASSISTANCE:

At the end of the Works of each system, the CONSULTANT will coordinate and supervise the training actions to be given by the technological suppliers or installers of the systems involved, on the local personnel designated by the SCA, in order to proceed with the transfer of knowledge that guarantees the operability of the installed systems and their correct operation.

The CONSULTANT Company will provide TRAGSA with a description of the technical profiles, as well as the necessary basic training of those attending the training by the Client or local beneficiary SCA. The location for the development of the training action will be facilitated by TRAGSA.

COORDINATION FOR TRAINING:

The CONSULTANT will be responsible for collecting, reviewing and supervising the documentation of the planned training provided by the Contractors, in order to coordinate the training action by the installation companies, for which it must compile all the documentation generated and provide it to TRAGSA, adapting it if necessary to the systems installed.

During the training action, it will coordinate the activity with the different suppliers responsible for the installation of each system, and will attend the subsequent training action in person, providing the necessary documentation for the delivery of the Training, which at the end will be handed over to TRAGSA to be made available to the final beneficiary, for the correct handling and operation of the installations.

6. SPECIAL CONDITIONS FOR THE PROVISION OF THE SERVICE

6.1. TECHNICAL DOCUMENTATION TO BE SUBMITTED

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✓ 6.1.1. DELIVERABLES ASSOCIATED WITH THE TECHNICAL SUPERVISION OF WORKS:

At the beginning of the Technical Assistance, the CONSULTANT shall carry out a "<u>Preliminary Systems</u> <u>Condition Assessment Report</u>" covering both the Gizah and Luxor sites, prior to the execution of the works defined for the Final Phase.

On a monthly basis, the CONSULTANT shall prepare a <u>"MONTHLY MONITORING REPORT"</u> of the works. These reports shall list the progress of the works and, if necessary, the CONSULTANT shall inform TRAGSA of any technical deviations, in time, measurements and cost. So this report will reflect the situation of the works, the incidents, the delays or advances on the approved Working Programme, and the corrective measures that should be adopted, being TRAGSA responsible for the final decision about them.

The report must express the results of operation tests and quality controls, if applicable, the percentage of execution and the forecasts for compliance with the deadline and budget. Tests and actions on the equipment and facilities must be supervised, and the request for operational starting-up tests must be processed and duly informed.

The report, shall be submitted together with the Monthly Works Certification, and shall explain the content of the same according to the progress and incidences.

As the works are being executed, the CONSULTANT will supervise the correct installation of all the systems until they are commissioned. As the installation of each system is started up and completed, the CONSULTANT COMPANY will deliver a "**TECHNICAL REPORT ON COMPLETION OF THE SYSTEM**" detailing the final result of the works. This report will include the As-Built documentation drawn up by each Contractor, revised and organized, together with the results of the monitoring of tests, testing results and quality control (both on the installation works and the equipment supplied). It will contain technical data sheets of the equipment and technical characteristics of each system, dates of reception and installation, validity, installation, operation and maintenance characteristics.

At the end of the Works, after issuing the former reports, the CONSULTANT will deliver to TRAGSA a complete compilation called "<u>END OF WORKS GENERAL REPORT</u>", who will certify that each system has been completed and is fully operational, delivering it to the Spanish Government, thus proceeding to the DEFINITIVE ACCEPTANCE OF THE WORKS, in order to formally hand over the finished works to the SCA and the Egyptian authorities for their use.

The "End of Works General Report" shall contain at least the following sections that the CONSULTANT shall prepare and submit together with the necessary and sufficient documentation for the correct completion of the works for its final acceptance:

- \circ $\;$ Final technical report of the work carried out by each system.
- As-built drawings of the installations carried out.
- Descriptive memory of the equipment and materials installed, revision and adjustment.
- o Supporting documents and technical specifications of the installed equipment.
- List of materials installed, supply of technical data sheets and quality certificates for each of the equipment installed.







- Identification of the installation companies, providing, where appropriate, certificates of good execution of the installations carried out.
- \circ Complete test protocols for commissioning and operation of the installations carried out.
- Instruction manual for the end user, with technical data sheets and instructions for the equipment installed. Instructions on the use, conservation and maintenance of the installations involved, with the rules of action in the event of an accident or in emergency situations.
- Maintenance Plan for the end-user, for the systems as a whole and in particular for each installation carried out.

This document will contain the documentation corresponding to each of the systems. The CONSULTANT will draft the document based on the information provided by the different suppliers, and Contractors, which will submit to Tragsa on completion of the works. It will then be Tragsa's responsibility to submit the documentation to the competent authorities for approval and final acceptance of the Works.

✓ 6.1.2.: DELIVERABLES ASSOCIATED WITH TRAINING COORDINATION

<u>Coordination for the Training</u>: The CONSULTANT COMPANY will be responsible for collecting, reviewing and supervising the documentation of the training provided by the installers of each system, in order to coordinate the training action, for which it must compile the generated documentation and provide it to TRAGSA, adapting it to the systems.

During the training action, it will coordinate the activity with the different companies responsible for the installation of each system, and will attend in person the subsequent training action, providing the necessary documentation for the Training, which at the end will be handed over to TRAGSA to be delivered to the final beneficiary SCA, for the correct handling and operation of the systems.

6.2. REQUIREMENTS FOR TECHNICAL DOCUMENTATION TO BE SUBMITTED

Throughout the Project, the CONSULTANT shall deliver the required documents according to the deadlines and frequency established in these specifications.

The CONSULTANT will deliver documents to TRAGSA in digital format: both in pdf (read-only) and in editable formats for computer processing, using the most appropriate tools for the case: the texts using conventional updated Office programmes, the budgets using Presto, Excel or similar programmes and the plans in updated versions of Autodesk, Revit or similar, images in jpeg.

The documentation will be structured in such a way that it is traceable, with version control, presenting the necessary technical documents directly segregable. It will deliver at least ONE (1) copy in computer support (editable and read-only).

The technical documentation shall be submitted to TRAGSA <u>in Spanish</u>, and, as the works will be carried out in different locations in Egypt, it shall also be submitted <u>in English</u>, which is the official language of the project. Drafting of written of documents in Arabic, or written translation of documents into/from Arabic, is not within the scope of this Tender Document.







6.3. PLANNING AND SERVICE DELIVERY CHARACTERISTICS

✓ 6.3.1: PLANNING AND CHARACTERISTICS OF WORKS SUPERVISION

Once the works are ongoing, the CONSULTANT shall hold **WEEKLY MEETINGS** with TRAGSA, which may be either on-line or in person, with a frequency of at least <u>one meeting per week</u>, at which the current progress of the works shall be updated, the adoption of guidelines shall be addressed and the monitoring of the works shall be analysed.

In addition, the CONSULTANT shall provide technical assistance on demand, attending <u>technical meetings</u> by videoconference or face-to-face meetings at Tragsa's request, to address specific issues and solve specific problems.

At the beginning of the Technical Assistance, the CONSULTANT shall have 1 WEEK to submit to Tragsa a "**Preliminary Systems Status Evaluation Report**" providing an update of the status of the works, based on the latest information gathered by Tragsa in the field, covering both the Gizah and Luxor sites, which shall be submitted to Tragsa as part of the activities defined for this Final Phase.

On a monthly basis, the CONSULTANT shall be responsible for **ON SITE TECHNICAL SUPERVISION MISSIONS** by means of at least (1) <u>ONE WEEK MISSION TO THE FIELD</u>, giving on-site support by qualified technicians / Senior Expert Consultants. The minimum duration will be five (5) working days plus two (2) days of travel. The activities associated with these missions in **EGYPT**, will cover all the sites affected by the project, indistinctly in Gizah and Luxor, as well as the offices and headquarters of local authorities related to the Project.

In the event that TRAGSA requires CONSULTANT to extend the duration of the field mission, or to carry out an additional mission more than the monthly ordinary mission, TRAGSA must notify it at least 1 WEEK in advance, after which CONSULTANT must organise and manage this **ADDITIONAL FIELD MISSION**, which will be assessed as an additional item, and will require an Additional Mission Report.

In order to reinforce the control of the works, as basic measure for the monitoring, it is established that the CONSULTANT must provide support through **LOCAL TECHNICAL PERSONNEL, WORKING ON-SITE** who will supervise the works and will have the power to coordinate directly with the Tragsa's Project Manager. The professional profiles, amount and frequency of the on-site presence are defined in the section on Assignment of Human Resources.

✓ 6.3.2: PLANNING AND CHARACTERISTICS OF TRAINING

This phase will take place in the final part of the project, at the end of the Works and delivery of each System to LUXOR for Final Reception. It is foreseen to have a total duration of **(1) MONTH** as follows:

- Preparation of documentation: 2 weeks
- Co-ordination presence at the delivery of on-site training services: <u>2 weeks</u>

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6.4. TERM OF THE CONTRACT

✓ 6.4.1: TIMELINE

The executive planning will be 6 MONTHS with the corresponding phases, established as follows:

IN TI	SCHEDULE FOR CONSULTANT SERVICES IN THE FINAL PHASE OF THE PROJECT FOR THE COMPLETION OF THE UPGRADING WORKS OF		Executive term of the contract: 6 months						
ARCHAEOLOGICAL SITES OF THE HISTORICAL HERITAGE OF EGYPT		month 1	month 2	month 3	month 4	month 5	month 6		
CHAPTE R 1	EXECUTION OF OTHER PENDING ACTIONS - FINAL PHASE								
1.1	Preliminary report on the evaluation of the state of the systems prior to the execution of the works in their FINAL PHASE.								
1.2	Technical supervision of the Works during the execution of the FINAL PHASE, for the completion of the project, according to the Scope Documents at all sites.								
1.3	Additional mission with field support in Gizah/Luxor								
CHAPTE R 2	TRAINING & TRAINING SERVICES								
2.1	A.T. Education and Training Coordination - Systems at LUXOR								
	Executive term 6 months								

✓ 6.4.2: EXTENSIONS AND SUSPENSIONS

The time required to obtain the necessary permits from the local Egyptian authorities, as well as the delays caused by possible impediments to access to the archaeological sites, or other unforeseen events or contingencies on site, beyond the CONSULTANT's control, have not been taken into account in obtaining the time foreseen for the execution of this Contract.

As the CONSULTANT Company must provide Technical Assistance to Tragsa for the control of the Works in their Final Phase, until the end date of the whole Assignment, which ends on 30-06-2025, no modifications or extensions are foreseen. Of course, without prejudice to other extensions of execution that may be agreed upon, subject to the prior written agreement of the parties.

If for reasons of force majeure or reasons beyond TRAGSA's control, the works are temporarily suspended for a period of 1 MONTH or more, TRAGSA will inform the CONSULTANT of this temporary suspension, which







means that the services associated with the Contract must be suspended, without generating an additional cost for the time that the works remain suspended. Once the works have been resumed, TRAGSA shall inform the CONSULTANT, who shall have a period of 2 weeks to restart the provision of the service.

✓ 6.4.3: EXECUTIVE AND ADMINISTRATIVE TERM OF THE CONTRACT

The executive term of the service contract, without prejudice to any extensions or extensions that may be agreed upon, is **SIX (6) MONTHS**, counted from the date of signature of the contract, to carry out the technical supervision of the works and the training tasks associated with the end of the works.

The administrative term of this contract shall be **EIGHT (8) MONTHS** from the date of its signature, without prejudice to other extensions that may be agreed upon, subject to the prior written agreement of the parties. A contract with a sufficiently administrative term is proposed to cover the necessary time for the generation of the end-of-work documentation, and the training actions for the transmission of knowledge necessary in the final phases of the Project.

7. MEANS TO BE ALLOCATED TO THE PROJECT

7.1. HUMAN MEANS

The CONSULTANT shall assign to the Contract a main professional team for the development of the Technical Assistance consisting of two (2) Senior Consultants, experts in the systems involved. In addition, during the supervision of the Works, CONSULTANT will have local personnel on site. In order to optimise resources and greater operability, this personnel will be able to combine their functions with the main team, guaranteeing permanent control over the field.

Main team: For the Technical Assistance the CONSULTANT shall place at the disposal of the Contract a principal team of highly qualified specialised consultants, which as a minimum shall be:

- One (1) Senior Consultant - Computer Science Technical Engineer and Master in IT, with at least 15 years of experience in projects in the sector of his specialisation, responsible for the monitoring and technical assessment, who will provide his/her knowledge for the technical control and supervision of the works.

- One (1) Senior Consultant - Science/Technology graduate, expert in Security and Telecommunications: with at least 15 years of experience in projects in the sector of his specialisation, responsible for the monitoring and technical assessment, who will provide his/her knowledge for the technical control and supervision of the works.

Alternatively, consultants of the main team may take turns in carrying out the monthly monitoring trips, so as to ensure the correct supervision of the Works. Therefore, they will support the project both in the field (1 week/month) and from the CONSULTANT headquarters, for the rest of the time.

Local CONSULTANT: In order to complete the service, additionally, the CONSULTANT shall provide at least one (1) local CONSULTANT with professional qualifications valid in Egypt, who shall be responsible for the

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technical coordination of the works on site, who shall speak Arabic and English and shall have the power to interlocate and coordinate directly with the different Contractors and Tragsa's Project Manager on site.

• One (1) senior local consultant, electrical or electronic Engineer, with at least 10 years of experience in projects in the sector of his/her specialisation, working as a full-time on-site coordinator in Luxor, carrying out the day-to-day technical coordination of the works in progress at the sites affected by the project. He/her may be required to provide support to the execution of the works in Gizah, by attending site meetings at Tragsa's request; providing support with different Contractors, as well as with the SCA in its offices in Cairo and/or Luxor.

Technical Office Support: The CONSULTANT must provide regular support of a *Back-office*, for other roles, such as: management, administration, etc. For the Back-Office support, the CONSULTANT shall also provide support in the technical works of: calculation of installations, support in the drawing up of plans, measurements and administration works.

Administrative tasks to be performed from the back-office include preparation of documentation, presentations, travel management and organisation, administrative tasks such as communications, invoicing, accounting and financial status of the project.

This is the minimum composition of the team that must be assigned to the Contract. Documents accrediting the academic qualifications of the personnel proposed must be included, as well as the characteristics of the projects and works presented by the bidders, in order to be able to confirm whether the experience gained is understood to be analogous to the object of the present tender, and whether it is the one required in accordance with the needs of the Project.

7.2. MATERIAL MEANS

The successful bidder will provide computer resources, technical software, telematic and audiovisual means and any other technological resources that may be necessary for the servicing. Likewise, it will have the necessary auxiliary, inspection, measurement and data collection resources, so as to ensure the operability of the work of the technicians under this contract under any circumstances.

During the service, the successful tenderer must assume the expenses generated by the offices necessary for the correct servicing, as well as other expenses and indirect costs such as telephone or data network connections, consumption of electricity, water, electricity, reprographic services, etc.,.

Service includes all costs of transfers and transport between Spain and Egypt, as well as domestic flights, and connections between the different sites of the project, by the most appropriate means of transport. Service also includes costs derived from any expenses for accommodation and meals required by the team travelling to the area.

The successful tenderer shall provide his personnel with the personal protective equipment deemed necessary for the provision of the contracted services.

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8. BASE TENDER BUDGET

8.1. BASE TENDER BUDGET:

The base tender budget for the provision of this service is shown in the Table below. This amount includes taxes. This budget has been estimated on the basis of the scopes described and the necessary team according to profiles and dedications.

	Description	Med.	ud.	Unit price	AMOUNT
1	TECHNICAL SUPERVISION OF WORKS - FINAL PHASE				
1.1	Preliminary report on the evaluation of the systems prior to the monitoring of Final Phase of the works.	1,00	Ut	7.040,00	7.040,00€
1.2	monthly technical report.	5,00	Month	33.844,45	169.222,25€
	Monthly activities included in all the sites of the Project in Gizah and Luxor, for the completion of the Works described as follows: - Technical assessment in the definition of the scope of works, with the necessary degree of detail such as to allow their execution and commissioning. Preparation of technical reports on potential changes of scope, technical studies and analysis of the required alterations of scope, evaluating impacts on cost and time. - Monitoring of the works and technical control of the execution, deeply following the progress of the works, verification of measurements and preparation of plans or technical details. Includes iss uance of a "Monthly Report on the technical monitoring of the works". - Technical support for the resolution of blockages or problems arising on site, identification of solutions by proposing alternatives for the resolution of conflicts. Includes technical analyses and proposals for alternative solutions if necessary. - Definition, supervision and validation of technical tests, assisting in the process of starting-up and commissioning of systems. Issuance of "System Completion Technical Reports", as each system is commissioned and finalised. - Review, validation and compilation of as-built documentation provided by the different installers. Preparation of the "End of Works General Report" with the necessary and sufficient documentation for				







	the correct completion of the service to formally hand over and proceed to the Definitive Deliverance of the works. The monthly service fee shall include at least the following means: - One (1) week of on-iste support over the field in Egypt attended by a qualified Senior Consultant of the MAIN TEAM, considering five (5) working days plus two (2) travel days. - Permanent support of a local Senior Consultant in the field: one (1) Electrical or Electronics Engineer working in Luxor on a full time basis, providing ad hoc support in Gizah with physical attendance at site meetings in Egypt on demand. - Attendance to weekly meetings with Tragsa (well by videoconference or in person) and attendance on demand to technical meetings for specific topics. - Technical support and assessment from the Consultants of the Main Team on demand during				
1.3	the rest of the month Additional on-site missions with technical support	5,00	Ut	4.785,72	23.928,60€
	One (1) additional week of field presence attended by a qualified Senior Consultant of the MAIN TEAM, (in Gizah and Luxor). A mission report on the topics covered will be issued at the end of the mission, which must be provided as a supporting document.				
2	COORDINATION OF EDUCATION AND TRAINING				
2.2	A.T. Training Coordination - Systems in LUXOR	1,00	Ut	8.411,62	8.411,62€
	Coordination and supervision of the training actions, at the end of the works of each system in LUXOR, for the transfer of knowledge on the designated local staff, providing the necessary documentation for the delivery of the Training, to be delivered to the final beneficiary SCA, guaranteeing the correct handling and operation of the installed systems. Includes preparation of documentation (2 weeks) and on-site coordination in the delivery of on-site training services (2 weeks).				
	Total (excluding VAT)				208.602,47€
				N/A %VAT	-€

TOTAL BASIC TENDER BUDGET:

208.602,47€

The base budget for this tender is **TWO HUNDRED AND EIGHT THOUSAND SIX HUNDRED AND TWO EUROS AND FORTY SEVEN CENTS (208,602.47 €).** VAT does not apply to this budget, in accordance with Law

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37/1992, of 28 December, on Value Added Tax. TRAGSA is not obliged to consume a certain number of units, and units may remain unbilled, depending on the needs of the project.

Tenders that exceed the base tender budget will not be accepted, nor may the unit prices, each being the maximum price for each unit, be exceeded under any circumstances. The tender must be presented in Euros (€). The budget offered shall be expressed in numbers and in letters; if there is a discrepancy between the value in numbers and in letters, the value in letters shall prevail. In the event of an arithmetical error in the total valuation of the tender, the proposed unit prices shall be taken into account. Any variation in the budget must be approved by TRAGSA's management prior to its execution.

This amount shall be understood to include the ancillary or supplementary costs necessary for the successful tenderer for the proper performance of the object of this tender, such as any equipment to be purchased, transport, travel expenses, subsistence, accommodation and meals, insurance, taxes, customs charges and any other costs deemed necessary for the proper performance of the object of this tender. L he unit prices include all the amounts corresponding to these costs, accessory or complementary, necessary for the proper performance of the service, in accordance with the conditions set out in these specifications.

8.2. FORESEEN MODIFICATIONS:

As the Technical Assistance services to Tragsa are foreseen for the control of the Works in their Final Phase, until the end date of the Assignment, no modifications or extensions are foreseen. Therefore, the estimated value of the contract is the same as the base tender budget.

TOTAL ESTIMATED CONTRACT VALUE	TOTAL :	208.602,47€.
BUDGET FOR PLANNED MODIFICATIONS		0,00€
BASE TENDER BUDGET		208.602,47€
		BASE TENDER BUDGET BUDGET FOR PLANNED MODIFICATIONS

Therefore, the ESTIMATED VALUE OF THE CONTRACT coincides with the base budget of the tender, which amounts to **TWO HUNDRED AND EIGHT THOUSAND SIX HUNDRED AND TWO EUROS AND FORTY SEVEN CENTS (208,602.47 €).** VAT does not apply to this budget, in accordance with Law 37/1992, of 28 December, on Value Added Tax.

9. ADMINISTRATIVE PENALTIES

The service shall be provided in accordance with the milestones and deadlines set out in the schedule of this Tender.

If the CONSULTANT, due to causes attributable to it, incurs in delays with respect to the total or partial term/s established/s to which it has committed itself in the contract, TRAGSA may opt for the termination of the contract or for the imposition of penalties on the amount of the contract equivalent to **0.06%** of the total amount offered for each day of delay, without the need for prior notice to the CONSULTANT of the delay. The maximum amount of the penalty shall be **5%** of the total amount of the contract.







The payment of penalties shall not exclude any damages to which TRAGSA may be entitled.

10. INVOICING AND PAYMENT

Once the CONSULTANT accredits having completed each of the activities, after acceptance by TRAGSA, it will invoice in the following manner:

- ✓ Preliminary Systems Condition Assessment Report: After its issue, delivery and approval by Tragsa, the CONSULTANT COMPANY will invoice 100% of this concept.
- ✓ Technical Supervision of the Works in their Final Phase: at the end of each month, the CONSULTANT shall issue the corresponding Monthly Monitoring Technical Report and/or, in the event that it has been necessary in addition, it shall issue the Additional Mission Report; and shall invoice 100% of the amount corresponding to each of these concepts, for the activities of the service effectively provided, for each month or fraction thereof.

In the event that Tragsa notifies the temporary suspension of the Works for a period of 1 month or more, CONSULTANT shall cease to invoice this concept until Tragsa notifies the end of the suspension and the resumption of the service.

✓ Coordination of Training: the CONSULTANT will invoice 100% of the amount associated with this concept, after the effective delivery of the training on the systems and the delivery of the" End of Works General Report" necessary to submit for the Final Deliverance of the Works, after approval by TRAGSA.

11. ENVIRONMENTAL CONDITIONS

The successful tenderer declares that he is aware of the legislative obligations in environmental matters that may be applicable to the activities carried out by him under this contract and undertakes to comply with all the legal requirements and demands applicable to him in environmental matters.

The successful tenderer, in accordance with the regulations that affect him in terms of the activity to be carried out, declares his intention to reduce the consumption of raw materials that compromise the sustainability of the natural ecosystems from which they are obtained to what is strictly necessary.

12. PERSONAL DATA (ONLY CONTACT DATA OUTSIDE THE EU)

In accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (RGPD), EMPRESA DE TRANSFORMACIÓN AGRARIA SA.SMP, MP, which may be applicable, the bidder is informed that their personal contact data provided or provided between TRAGSA and the former, owned by each party, will be processed for the purpose of making feasible the fulfilment and proper management of the relations arising from this tender procedure. The legality of the use of your data is based on compliance with the procedure. Hence, access by both parties to the files or processing of personal data will not be legally considered as







communication or transfer of data, but rather, if applicable, as simple access to the same as a necessary element for the performance of the contractually established object.

Both the bidder and TRAGSA will maintain the most absolute confidentiality with respect to the personal data of contact and bidders to which it has had access due to the processing of this tender, and may only transfer them to the official bodies to which it is legally obliged, in accordance with the legislation in force, and may not do so with respect to private third parties.

The data will be destroyed and/or blocked once you communicate the termination of the contractual relationship and/or after the legal retention periods have expired. All parties will process personal data in accordance with the requirements and obligations recognised in Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and all other applicable international regulations, especially in relation to with the obligations and responsibilities to carry out international transfers of personal data, and the implementation of security measures appropriate to the estimated level of risk and with the stipulations in relation to international transfers of personal data.

To exercise the rights of access, rectification, erasure, portability and limitation of processing, by contacting the address indicated for the addresses set out in this tender procedure. In the event of providing data of third parties, the parties undertake to comply with the right of information to the interested party.

In particular, the successful tenderer in this procedure shall be subject, in cases where subcontracting is authorised, to the same obligations and rights as the successful tenderer, as well as in cases where he provides access to personal data for the purpose of the performance of the contract.

In addition, if appropriate, a complaint may be lodged with the DPO or the relevant supervisory authorities. For further information: www.TRAGSA.es, or by email to <u>dpd@TRAGSA.es</u>

13. PREVENTION OF CRIMINAL RISKS

The contracted person will undertake to know and accept the TRAGSA Group's Code of Ethics, which can be consulted on the website: <u>https://www.TRAGSA.es/es/grupo-TRAGSA/quienes-somos/Documents/codigo-etico/codigo-etico-grupoTRAGSA-2020.pdf</u> and will share the basic principles contained therein, as well as the commitment to good corporate governance and transparency policies of the TRAGSA Group, complying with internationally accepted standards in these matters.

Likewise, the contracted party will be subject to compliance with the TRAGSA Group's Code of Ethics, undertaking to report any risk or non-compliance of which it becomes aware during the term of the contract.

14. ANTI-CORRUPTION CLAUSE

The contractor shall undertake and undertake in the contract that, at the date of its entry into force, neither the successful tenderer, nor its officers, directors, employees or collaborators, either personally or through an intermediary, will have offered, promised, given, authorised, solicited or accepted any benefit, undue advantage, financial or otherwise, or intimated that it would or might do so at any time in the future, or will do so in the future, to any authority or public official connected in any way with the contract, or performed







or might perform any other act that could be performed in the future, or intimated that it would or might do so at any time in the future, or to do so in the future, to any authority or public official connected in any way with the contract, or performed or will perform any other act which would involve any conduct contrary to the OECD Convention, or to the Spanish or Egyptian Penal Code.

15. CONFIDENTIALITY

Both parties recognise the confidential nature of all documentation or information to which they may have access as a result of the performance of the object of the contract, undertaking to maintain the confidential nature of all details relating to the same, and therefore, not to reveal to third parties, directly or indirectly, in whole or in part, any data or information derived from this contract.

Likewise, both parties undertake to adopt the necessary measures to prevent the disclosure of any information or document to which they have access, guaranteeing its security and undertaking, where appropriate, to warn their employees of the confidential nature of the information they may become aware of as a result of the exercise of their functions.

16. CONFLICT RESOLUTION

In the event of any dispute, conflict or claim arising directly or indirectly from the performance or interpretation of this contract and its non-amicable resolution, both parties shall submit to arbitration by an expert appointed by the Court of Arbitration of the Official Chamber of Commerce, Industries and Services of Madrid (Spain), in accordance with the Arbitration Rules in force on the date of submission of the request for arbitration.

The arbitration tribunal appointed for this purpose shall be composed of a single arbitrator and the language of arbitration shall be Spanish. The place of arbitration shall be in Madrid and shall be governed by Spanish Law.