CONTRACT NO. ENV-02-23

للخاص

FOR

رصد ومراقبة مسارات الطيور المهاجرة الحوامة وتنفيذ برنامج الإدارة الفعالة لتوربينات الرياح خلال ستة مواسم تبدأ من موسم خريف 2023 حتى ربيع 2026 لمحطات طاقة الرياح للقطاع الخاص بخليج السويس

Monitor And Observe the Paths Of Migratory Birds And Implement The Active Turbine Management Program (Shutdown On-Demand And Predictive Shutdown) During Six Migratory & Soaring Birds Seasons Starting From Autumn 2023 Season Until Spring 2026 For Private Sector’s Wind Farm In The Gulf Of Suez, Arab Republic Of Egypt

المبرم مع

CONCLUDED WITH
THIS CONTRACT CONCLUDED ON DAY / / 2023
BETWEEN:

FIRST PARTY
REGIONAL CENTER FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY,
LOCATED AT, HYDRO POWER BUILDING (7TH FLOOR) BLOCK 11 - PIECE 15, MELSA
DISTRICT ARD EL GOLF, NASR CITY, CAIRO.
REPRESENTED BY:
Dr. JAUAD EL KHARRAZ
EXECUTIVE DIRECTOR
HEREINAFTER REFERRED TO AS "CENTER".

SECOND PARTY

REPRESENTED BY:

HEREINAFTER REFERRED TO AS "CONSULTANT"

PREAMBLE:

THIS CONTRACT HAS BEEN CONCLUDED BY AND BETWEEN THE TWO PARTIES TO ENABLE CONSULTANT TO PERFORM THE SERVICES SPECIFIED HEREAFTER, AT THE SITE (GULF OF SUIEZ).

CONSULTANT THEREFORE, DECLARES THAT HE IS FULLY AWARE ABOUT THE NATURE OF LOCATION AND THE COMPENSATION AGAINST PERFORMING THE WORK AND THAT HE ACCEPTS THIS CONTRACT BELIEVING HIMSELF IS FULLY CAPABLE OF PERFORMING THE WORK, TO THE STANDARD REQUIRED BY THE CENTER, AND UNDERTAKES TO FULFILL OBLIGATIONS MENTIONED IN SAID CONTRACT.

ENV/02/23 (2)
BOTH PARTIES AGREED ON THE FOLLOWING:

ARTICLE (1)

THE ABOVE PREAMBLE FORMS AN INTEGRAL PART OF THIS CONTRACT.

ARTICLE (2)

CONTRACT SUBJECT:

AS PER THE ATTACHED SCOPE OF WORK (APPENDIX 1).

ARTICLE (3)

CONTRACT DURATION:

THIS CONTRACT IS ENTERING INTO FORCE FOR A PERIOD OF SIX SEASONS STARTING FROM 10/08/2023. THE CENTER MAY, HOWEVER, TERMINATE THIS CONTRACT AT ANY TIME BY GIVING THE CONSULTANT THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

ARTICLE (4)

PRICES AND PAYMENT TERMS:

THE CENTER SHALL PAY TO THE CONSULTANT ACCORDING TO THE ACTUAL WORKS PERFORMED AT THE WORK SITE AFTER THE APPROVAL OF THE CENTER AND THE CLIENT.

- THE CONTRACT PRICES SPECIFIED IN THE SCHEDULE OF PRICES (APPENDIX 2) INCLUDING ANY COST RELATED TO THE PERFORMANCE OF THE WORK, SUCH AS BUT NOT LIMITED TO, SITE MOBILIZATION AND MOBILIZATION OF MATERIALS, EQUIPMENT, MACHINERY, TOOLS, CONSUMABLE, LABOUR AND TEMPORARY FACILITIES. AND ALSO INCLUSIVE FOR ALL KIND OF TAXES (EXCEPT VAT).

CONSULTANT SHALL BE DEEMED TO BE AWARE, WHETHER HE PERFORMED A SITE SURVEY OR NOT, ABOUT ALL CONDITIONS AND CIRCUMSTANCES AFFECTING THE CONTRACT PRICES (APPENDIX 2).

THE CENTER WILL MAKE PAYMENT TO THE CONSULTANT (100%) IN EGYPTIAN POUNDS.

ARTICLE (5)

CONTRACT PRICES SPECIFIED IN THE SCHEDULE OF PRICES (APPENDIX 2) INCLUDING ANY COST RELATED TO THE PERFORMANCE OF THE WORK, SUCH AS BUT NOT LIMITED TO, SITE MOBILIZATION AND MOBILIZATION OF MATERIALS, EQUIPMENT, MACHINERY, TOOLS, CONSUMABLE, LABOUR AND TEMPORARY FACILITIES. AND ALSO INCLUSIVE FOR ALL KIND OF TAXES (EXCEPT VAT).

CONSULTANT SHALL BE DEEMED TO BE AWARE, WHETHER HE PERFORMED A SITE SURVEY OR NOT, ABOUT ALL CONDITIONS AND CIRCUMSTANCES AFFECTING THE CONTRACT PRICES (APPENDIX 2).

THE CENTER WILL MAKE PAYMENT TO THE CONSULTANT (100%) IN EGYPTIAN POUNDS.

THE ABOVE PREAMBLE FORMS AN INTEGRAL PART OF THIS CONTRACT.

ARTICLE (6)

A QUOTATION OF THE CONTRACT PRICES SPECIFIED IN THE SCHEDULE OF PRICES (APPENDIX 2) INCLUDING ANY COST RELATED TO THE PERFORMANCE OF THE WORK, SUCH AS BUT NOT LIMITED TO, SITE MOBILIZATION AND MOBILIZATION OF MATERIALS, EQUIPMENT, MACHINERY, TOOLS, CONSUMABLE, LABOUR AND TEMPORARY FACILITIES. AND ALSO INCLUSIVE FOR ALL KIND OF TAXES (EXCEPT VAT).

CONSULTANT SHALL BE DEEMED TO BE AWARE, WHETHER HE PERFORMED A SITE SURVEY OR NOT, ABOUT ALL CONDITIONS AND CIRCUMSTANCES AFFECTING THE CONTRACT PRICES (APPENDIX 2).

THE CENTER WILL MAKE PAYMENT TO THE CONSULTANT (100%) IN EGYPTIAN POUNDS.
ARTICLE (5)

THE CENTER SHALL PAY CONSULTANT ENTITLEMENTS WITHIN THIRTEEN WORKING DAYS FROM THE DATE OF RECEIVING HIS INVOICES PROVIDED THAT HE HAD ALREADY PERFORMED THE WORK ASSIGNED TO HIM SUPPORTED WITH THE CENTER AND THE CONSULTANT APPROVAL.

ARTICLE (6)

CONSULTANT OBLIGATIONS:

1. CONSULTANT IS RESPONSIBLE TO PERFORM THE ASSIGNED WORKS AS MENTIONED IN THE SCOPE OF WORK. (APPENDIX 1)

2. SITE MOBILIZATION OF PERSONNEL, EQUIPMENT FACILITIES, ETC. TO BE CARRIED OUT IN SUCH TIME AND MANNER AS TO A GUARANTEE THE TIMELY EXECUTION OF JOB ORDERS ISSUED BY THE CENTER.

3. PROVIDE ALL EQUIPMENT, MACHINERY, TOOLS, FUEL AND CONSUMABLE NECESSARY FOR THE EXECUTION OF THE WORKS ACCORDING TO THE BEST APPLICABLE STANDARD.

4. PROVIDE ACCOMMODATION, LODGING, MEDICAL, TRANSPORTATION TO AND FROM WORK SITE AND WITHIN THE SITE FOR PERSONNEL REQUIRED FOR THE PERFORMANCE OF WORKS.

5. CLEARING AND CLEANING OF THE WORKING AREA UPON COMPLETION OF EACH ASSIGNED WORK.

6. DEMOBILIZATION FROM SITE OF PERSONNEL, MATERIALS, EQUIPMENT AND FACILITIES UPON WORK COMPLETION.

7. THE CONSULTANT, UNDERTAKES TO FOLLOW THE INSTRUCTIONS FOR INDUSTRIAL SAFETY AND FIRE FIGHTING, HEALTH REGULATIONS, AS WELL AS PRESENT & FUTURE LABOUR LAWS. THE CONSULTANT

مادة (5)

تقوم المركز بمد مستحقات الاستشاري في خلال ثلاثون يوم عمل من تاريخ استلام$c$ العديد من الأعمال المشتقة منهما الحالية والمستقبلية. وكذلك تدير مهام الوقاية لأفراد مثل خوذات وأحذية السلامة.

مادة (6)

التزامات الاستشاري:

1- توفر كافة المعدات، الأجهزة، الأدوية، الوقود والمستلزمات اللازمة لتنفيذ الأعمال طبقاً للمعايير المناسبة.

2- أن يتم توزيع الأفراد والمعدات والتجهيزات انخراط في الوقت والطريقة التي تضمن تنفيذ أعمال العمل التي يصدرها المركز في الوقت المحدد لها.

3- تزويد كافة الموظفين العاملين داخل موقع العمل بوسائل السلامة اللازمة مثل أحذية وأقنعة وحذاء آمن.

4- توفر الأقدام والتغذية والرعاية الطبية والموصلات من وإلى داخل موقع العمل للعملة المطلوبة لتنفيذ الأعمال.

5- إخلاء ونظافة منطقة العمل فور استكمال الأعمال المنددة إليه.

6- إخلاء موقع العمل من الأفراد والمعدات والتجهيزات عقب انتهاء العقد.

7- يلتزم الاستشاري باتباع التعليمات الخاصة بالأمن الصناعي ومكافحة الحريق والصحة وقوانين العمل سواء منها الحالية والمستقبلية. وكذلك تدير مهام الوقاية لأفراد مثل خوذات وأحذية السلامة.
WILL PROVIDE THE REQUIRED PROTECTIVE EQUIPMENTS FOR HIS PERSONNEL AS SAFETY HELMETS/SAFETY SHOES AND GLOVES ...ETC IN ACCORDANCE WITH SAFETY REGULATIONS AT SITE.

THIS APPLY ON CONSULTANT, HIS AGENTS, EMPLOYEES.

ARTICLE (8)  
CENTER OBLIGATIONS:

PROVIDING OFFICIAL LETTERS WHICH IS REQUIRED.

ARTICLE (9)  
CONSULTANT SHALL BE THE SOLE EMPLOYER TO HIS PERSONNEL AND SUBORDINATES, AND SHALL BE RESPONSIBLE FOR THE PAYMENT OF THEIR WAGES, INDEMNITIES, CONTRIBUTIONS AND /OR ANY FINAL COMPENSATION THAT MAY BE ENTITLED TO THEM, AS A RESULT OF PERFORMING THE SERVICES (SUBJECT TO THIS CONTRACT).

THE CONSULTANT UNDERTAKES TO FOLLOW THE PRESENT AND FUTURE INSTRUCTIONS OR LAWS IN THIS CONCERN.

ARTICLE (10)  
CONSULTANT SHALL TAKE ALL SAFETY MEASURES AND NECESSARY PRECAUTIONS TO PREVENT ANY DAMAGE TO CLIENT’S PROPERTY OR ITS EMPLOYEES, WITH REGARDS TO THE INSTRUCTIONS AND REGULATIONS APPLICABLE IN THE WORK SITE, AND SHALL BE THE ONLY RESPONSIBLE ONE FOR ANY DAMAGE, والاقفازات ..أخ: طبقاً لتعليمات السلامة بالموقع.

ويتنزثم الاستشاري ووكالته ومستخدميه وعماله باتباع هذه اللوائح والقوانين.

ويتنززم الاستشاري خلال فترة صلاحية هذا العقد بإجراء التأمين المناسب لأفراده ومعداته وإدواته وكذلك التأمين ضد الثرثواته أو مسؤولياته تجاود أي طرف ثالث على أن يغطي التأمين المركز والاستشاري والاستشاريين من الباطن.

8. CONSULTANT SHALL OBTAIN AND MAINTAIN IN EFFECT DURING THE VALIDITY OF THIS CONTRACT ADEQUATE INSURANCE FOR THE CONSULTANT’S PERSONNEL, EQUIPMENT & TOOLS AND AGAINST THIRD PARTY LIABILITIES. ALL SUCH INSURANCES WILL COVER CENTER, CONSULTANT & SUBCONSULTANT S.

MAADA (8)  
الالتزامات المركز:

الحصول على الخطط الرسمية المطلوبة من مالك المشروع وأو الهيئة الإدارية المختلفة 
في تنفيذ نطاق الأعمال موضوع المناقصة.

MAADA (9)  
يتعهد الاستشاري رب العمل الوحيد لأفراده وتابعيه وذلك مسؤول عنهم مسؤولية كاملة فيما يخص بدف أجورهم أو مكافأتهم أو أي نوع من انتان التحويلات التي تستحق لهم بسبب أدائهم هذه الأعمال موضوع هذا العقد.

ويتعهده الاستشاري براعية القوانين والأحكام والقرارات الخاصة الحالية والمستقبلية المعموول بها في هذا الشأن.

MAADA (10)  
يتعهد الاستشاري باتخاذ كافة إجراءات الأمان والاحتياطات اللازمة لمنع وقوع أضرار بممتلكات العمل أو العاملين بها مع مواجهة تنفيذ التعليمات والنظم المعموول بها في منطقة العمل ورفع عليه وحده مسؤولية تعويضها عن كافة الأمان التي تلتقيها من فقد أو سرقة أو ضياع أو تلف أو كسر أو حريق نتيجة إهماله أو
LOSS, THEFT BREAKAGE OR FIRE CAUSED BY HIS NEGLIGENCE / FAULT OR BY THE NEGLIGENCE / FAULT OF HIS PERSONNEL OR SUBORDINATES ONCE SUCH INCIDENT IS PROVED FROM THE INVESTIGATIONS DONE BY THE CONCERN AUTHORITIES OR OF THE RESPECTIVE AUTHORITY ACCORDING TO THE NATURE OF THE DAMAGE.

ARTICLE (11)

THE CENTER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY THAT MAY OCCUR TO CONSULTANT, HIS SUBORDINATES AND PERSONNEL DURING THE EXECUTION OF THIS CONTRACT.

CONSULTANT SHALL HOLD THE CENTER HARMLESS FROM AND AGAINST ANY CLAIMS IN FAVOR OF ANY THIRD PARTY THAT MAY ARISE FROM ANY NEGLIGENCE OR FAULT FROM HIMSELF OR FROM HIS PERSONNEL.

ARTICLE (12)

CONSULTANT IS NOT ALLOWED TO ASSIGN ALL OR A PART OF THE SERVICES TO ANY SUBCONSULTANT EXCEPT AFTER OBTAINING THE WRITTEN APPROVAL FROM THE CENTER.

ARTICLE (13)

CONSULTANT IS SOLELY RESPONSIBLE AND LIABLE FOR ALL KIND OF TAXES RELATED TO THIS CONTRACT. CENTER WILL DEDUCT THE WITHHOLDING TAX FOR THE WORK PERFORMED IN EGYPT AND WILL TRANSFER SUCH DEDUCTED AMOUNTS TO THE TAX AUTHORITIES (UNLESS CONSULTANT HAS AN AGREEMENT TO THE CONTRARY WITH TAX AUTHORITIES).

CONSULTANT SHOULD SUBMIT TO THE CENTER THE UPDATED VALIDATION OF HIS EGYPTIAN TAX CARD.
ARTICLE (14)

THE CONSULTANT IS LIABLE TO SUBMIT THE SOCIAL INSURANCE CERTIFICATES (EXEMPTED OR LIABLE) FOR HIS SUBORDINATES AND / OR PERSONNEL ACCORDING TO THE CURRENT & FUTURE LAWS RELATED TO THE WORK REGULATIONS, SO THE CENTER CAN PAY ITS DUES.

ARTICLE (15)

CONSULTANT AND HIS PERSONNEL ARE NOT ALLOWED TO BRING THEIR FRIENDS OR FAMILIES TO THE WORK SITE.

ARTICLE (16)

IN CASE OF CONSULTANT 'S OMISSION OR IN CASE THAT THE CONSULTANT REFUSE TO DO THE REQUIRED JOBS, AFTER NOTIFYING HIM THE CENTER SHALL HAVE THE RIGHT TO ASSIGN THE WORK TO A THIRD PARTY TO CONTINUE THE JOB WHEREBY THE CONSULTANT WILL PAY THE DIFFERENCE IN COSTS OF THE UNPERFORMED WORKS PLUS 10% AS AN ADMINISTRATION CHARGE.

ARTICLE (17)

CENTER SHALL HAVE THE RIGHT TO IMPOSE A PENALTY FOR POOR PERFORMANCE UP TO 5% FROM THE CONTRACT TOTAL VALUE. CENTER DECISION IN THIS REGARD SHALL BE TAKEN AFTER NOTIFYING THE CONSULTANT THAT HIS PERFORMANCE IS NOT ACCEPTABLE AND THAT HE WILL BE SUBJECT TO PENALTY UNLESS HE RECTIFIES HIS PERFORMANCE IMMEDIATELY.

ARTICLE (18)

CONSULTANT SHALL BE SUBJECT TO PENALTY IN CASE CONSULTANT DID NOT COMPLETE HIS JOB REQUIREMENTS ON TIME.
SAID PENALTY SHALL BE IMPOSED 1% PER WEEK WITH A MAX. OF 5% OF TOTAL CONTRACT VALUE.

ARTICLE (19)

THE CENTER SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT WITHOUT NOTICE, WARNING OR LEGAL PROCEEDINGS WITHOUT PREJUDICE TO THE CENTER’S RIGHT TO CLAIM DAMAGE, IN THE FOLLOWING CASES:

1. BREACH OF ANY OF CONSULTANT’S OBLIGATIONS OR ANY OF THE CONDITIONS PROVIDED HEREIN.

2. WHERE ESTABLISHED THAT CONSULTANT HAS COMMITTED A FRAUD OR ANY ILLICIT ACTION IN HIS DEALING WITH THE CENTER.

3. WHERE IT HAS BEEN ESTABLISHED THAT CONSULTANT HAS FAILED TO PERFORM THE SERVICES ASSIGNED TO HIM BY THE CENTER OR IF HE IS DECLARED BANKRUPT.

4. WHERE ESTABLISHED THAT CONSULTANT, DIRECTLY OR INDIRECTLY, ENDEavored TO BRIBE A CENTER’S EMPLOYEE OR CONVIVED WITH HIM TO PREJUDICE CENTER’S INTEREST.

ARTICLE (20)

ANY DELAY OR FAILURE IN PERFORMANCE OF THE CONTRACT BY EITHER PARTIES CAUSED BY FORCE MAJEURE SHALL NOT BE CONSIDERED AS A DEFAULT OR A REASON TO RAISE ANY CLAIM TO AMEND THE CONTRACT PRICE ALSO IN CASE OF LOSS OR PROFITS.

FORCE MAJEURE SHALL MEAN ANY ACCIDENT WHICH IS BEYOND THE CONTROL OF THE AFFECTED PARTY IN WHICH HE CAN NOT FORESEE, PREVENT OR PREDICT TO AVOID ITS OCCURRENCE.
ARTICLE (21)

THE SETTLEMENT OF ANY DISPUTE WHICH MAY ARISE IN RELATION TO EXECUTION OR THE INTERPRETATION OF THIS CONTRACT SHALL BE GOVERNED BY JURISDICTION OF THE COMPETENT COURTS IN CAIRO.

ARTICLE (22)

IN CASE OF ANY DIFFERENCE OR MISINTERPRETATION BETWEEN THE ARABIC AND THE ENGLISH TEXT, ARABIC TEXT WILL PREVAIL.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS CONTRACT IN DUPLICATE, COPY FOR EACH PARTY.
APPENDIX 1- SCOPE OF WORK
ملحق 1 - نطاق الاعمال
APPENDIX 2- THE SCHEDULE OF PRICES
ملحق 2 - جدول الأسعار