REQUEST FOR PROPOSAL (RFP)

UNDP EGYPT
UNDP World Trade Center, 1191 Corniche El Nil Cairo, Egypt

DATE: February 15, 2022
REFERENCE: RFP-UNDP-2022-002

Dear Sir / Madam:

We kindly request you to submit your Proposal for **complete design of grid connected BIPV (Building Integrated Photovoltaic)/ BAPV (Building Applied Photovoltaic)** for selected facilities in Giza and/Sharm El Sheikh, Egypt.

Please be guided by the form attached here to as **Annex 2**, in preparing your proposal.

Proposals may be submitted on or before **Tuesday, March 01, 2022 2:00 pm Cairo local time**

and via email to the address below:

United Nations Development Programme
Walaa Zoulfakar
Procurementnotice.egypt@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 3 months.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.
The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

As Egypt-PV is one of the UNDP Projects so it should be taken into consideration that UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:


Thank you and we look forward to receiving your Proposal

Sincerely yours,

Walaa Zoufakar
Procurement Associate,
UNDP Egypt
## Annex 1

### Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>Title: International Consultancy Services of Building Integrated Photovoltaic System: Comprehensive design-for-implementation of grid connected BIPV (Building Integrated Photovoltaic)/ BAPV (Building Applied Photovoltaic) in Grand Egyptian Museum and a building at the Housing and Building National Research Center “HBRC” in Giza /an existing building in Sharm El Sheikh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Partner of UNDP</td>
<td>Industrial Modernization Centre (IMC) of the Ministry of Industry and Foreign Trade</td>
</tr>
<tr>
<td>Brief Description of the Required Services(^1)</td>
<td>The objective of this consultancy is to deliver a package of consultancy services that aim to the promotion of grid-connected PV systems through BIPV applications and to carry on all necessary tasks towards a successful implementation of project phases (Designing and Tendering) for pilots of a grid-connected BIPV systems <strong>for 2 pilot projects</strong> that are located in Giza and/ Sharm El Sheikh governorate, Egypt.</td>
</tr>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td><strong>Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>1. Conduct a site visit for the targeted projects in Egypt:</td>
</tr>
<tr>
<td></td>
<td>- The iconic <a href="#">Grand Egyptian Museum</a></td>
</tr>
<tr>
<td></td>
<td>- The Housing and Building National Research Center “HBRC” in Giza</td>
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<tr>
<td></td>
<td>- Or a selected building in Sharm El Sheikh</td>
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<tr>
<td></td>
<td>2. Propose all the latest appropriate solar BIPV/BAPV technologies and applications that could be used in the existing and under construction</td>
</tr>
</tbody>
</table>

\(^1\) A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.
buildings including, but not limited to, PV skylight, PV curtain wall, PV canopies, PV façade and PV floor taking into consideration the climate nature in Egypt in terms of dust, sandy storms, isolated installations, difficulty in maintenance, relatively high temperatures and possible tough operation conditions, etc.

3. Prepare full technical guide line and design criteria for the proposed applications including the complete ‘design for implementation’ of the BIPV/BAPV system and based on the data that will be presented for the targeted existing buildings.

4. Prepare a cost estimate for all the proposed applications and systems based on similar systems in other countries.

5. Prepare financial guide line demonstrating all aspects to be considered in the financial and profitability analysis of BIPV/BAPV applications.

6. Develop and deliver tender documents and bidders evaluation criteria for turnkey design of the selected buildings, which will be in coordination with facilities’ end-users.

**Deliverables:**

1. A conceptual design for the selected two pilot projects with at least two different available applications and technologies.

2. Detailed system design: detailed drawings for the components of the photovoltaic systems (that can be potentially added to the tender documents) including technical specifications for the selected applications and bidder’s evaluation criteria for turnkey design of the selected pilot which will be in coordination with the building owners.

3. Prepare a financial study on both of the proposed and the available BIPV/BAPV technologies including cost estimates and demonstrating the calculation of financial parameters such as payback period, IRR and LCOE for each of the proposed BIPV/BAPV applications that are best fit for these above mentioned 2 buildings.

4. Tender documents and evaluation criteria for turnkey design of the selected pilots.

5. Final presentation and summary report of the findings

<table>
<thead>
<tr>
<th>Person to Supervise the Work/Performance of the Service Provider</th>
<th>Project manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of Reporting</td>
<td>Weekly</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>To be agreed upon</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------</td>
</tr>
</tbody>
</table>
| Location of work                | ☑ At Contractor’s Location  
|                                 | ☑ Exact Address/es  
|                                 | 1. The Grand Egyptian Museum (Site visits)  
|                                 | 2. The Housing and Building National Research Center “HBRC” in Giza (Site visits)  
|                                 | 3. Or, a selected building in Sharm El Sheikh (Site visits)  
|                                 | 4. All potential sites included. |
| Expected duration of work       | 3 months  
|                                 | The estimated number of working days are up to 45 days including 40 days office work, in addition to one visit to Egypt for 5 working days. |
| Target start date               | April 2022 |
| Latest completion date          | The period for completing all deliverables shall be 3 months from the date of signing the contract. |
| Travels Expected                | Destination/s | Estimated Duration | Brief Description of Purpose of the Travel | Target Date/s |
|                                 | Egypt         | TBC              | Site Visit                                | April |
| Facilities to be Provided by Egypt-PV (i.e., must be excluded from Price Proposal) | ☑ Land Transportation in Cairo and Sharm el Sheikh |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | ☑ Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☑ Required |
| Currency of Proposal            | ☑ United States Dollars |
| Value Added Tax on Price Proposal | ☑ must be inclusive of VAT and other applicable indirect taxes |

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2 VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.
<table>
<thead>
<tr>
<th>Validity Period of Proposals (Counting for the last day of submission of quotes)</th>
<th>☒ 90 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial Quotes</td>
<td>☐ Not permitted</td>
</tr>
<tr>
<td><strong>Payment Terms</strong>&lt;sup&gt;3&lt;/sup&gt;</td>
<td><strong>Outputs</strong></td>
</tr>
<tr>
<td></td>
<td>1. A conceptual design for a selected pilot with at least two different applications and technologies that will be suitable for the selected buildings.</td>
</tr>
<tr>
<td></td>
<td>2. Detailed system design: detailed drawings for the components of the photovoltaic systems (that can be potentially added to the tender documents) including Technical specifications for the selected applications and bidder’s evaluation criteria for turnkey design of the selected pilot</td>
</tr>
</tbody>
</table>

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<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.
which will be in coordination with the building owners.

3. Kick off meetings, data collection, site survey and preparing a financial study on both of the proposed and the available BIPV/BAPV technologies including cost estimates and demonstrating the calculation of financial parameters such as payback period, IRR and LCOE for each of the proposed BIPV/BAPV applications.

<p>| | |</p>
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<th></th>
<th></th>
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<tbody>
<tr>
<td>3.</td>
<td>25% (Twenty five Percent) of contract value shall be payable to the Contractor</td>
</tr>
<tr>
<td>4.</td>
<td>2 weeks</td>
</tr>
<tr>
<td>5.</td>
<td>25% (Twenty Percent) of contract value shall be payable to the Contractor</td>
</tr>
<tr>
<td></td>
<td>2 weeks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</th>
<th>Project Manager</th>
</tr>
</thead>
</table>
| Type of Contract to be Signed | ☒ Purchase Order  
| ☒ Contract for Professional Services |
## Criteria for Contract Award

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
- Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

## Criteria for the Assessment of Proposal

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical</strong></td>
<td>70%</td>
</tr>
<tr>
<td>• Expertise (Please check Annex 4)</td>
<td>20</td>
</tr>
<tr>
<td>• Methodology, Its Appropriateness to the Condition</td>
<td>10</td>
</tr>
<tr>
<td>• Timeliness of the Implementation Plan</td>
<td>10</td>
</tr>
<tr>
<td>• Relevant experience in BIPV/BAPV applications</td>
<td>30</td>
</tr>
<tr>
<td><strong>Financial</strong></td>
<td>30%</td>
</tr>
</tbody>
</table>

UNDP will award the contract to:

- One or more Service Providers

Annexes to this RFP:

- Form for Submission of Proposal (Annex 2)
- General Terms and Conditions / Special Conditions (Annex 3)
- Detailed TOR (Annex 4)

Contact Person for Inquiries (Written inquiries only):

**Walaa Zoulfakar**

[Procurementnotice.egypt@undp.org](mailto:Procurementnotice.egypt@undp.org)

Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless EGYPT-PV determines that such an extension is necessary and communicates a new deadline to the Proposers.

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4 Where the information is available in the web, a URL for the information may simply be provided.

5 Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.
| Other Information For email submission | Email submission, if allowed or specified in the BDS, shall be governed as follows:
  
a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
  
b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
  
c) The password for opening the Financial Proposal should be provided only upon request of UNDP.
  
UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive.
  
Failure to provide correct password may result in the proposal being Rejected. |
Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 2/15/2022, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions & the validity of the proposals 90 days:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
d) Track Record – list of clients for similar services as those required by EGYPT-PV, indicating description of contract scope, contract duration, contract value, contact references;
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP: providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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7 This serves as a guide to the Service Provider in preparing the Proposal.
8 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
C. **Qualifications of Key Personnel**

the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. **Cost Breakdown per Deliverable***

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 A conceptual design</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>2 Detailed system design</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>3 Financial Study</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>4 Tender documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Present final summary report and presentation</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches*

[Name and Signature of the Service Provider’s Authorized Person]  
[Designation]  
[Date]
Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the UNDP. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:
The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights,
and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, undp does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,
13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which UNDP is engaged in, preparing to
engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest
shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.
Annex 4: Terms of Reference

Terms of Reference
Project Title: Connected Small-Scale Photovoltaic Systems “Egypt-PV”
Contractual Modality: Institutional Contract
Duration: 3 months
Supervision: Project Manager
Services Required: Comprehensive design-for-implementation of grid connected BIPV (Building Integrated Photovoltaic)/BAPV (Building Applied Photovoltaic) in Grand Egyptian Museum and a building at the Housing and Building National Research Center “HBRC” in Giza /an existing building in Sharm El Sheikh

Background:
The objective of Egypt-PV is to remove the barriers to increased power generation by small, decentralized, grid-connected PV systems. The project strategy builds on the planned Government initiatives to develop a market for small, decentralized renewable energy power generation by ensuring adequate returns on targeted private sector investments.

The project will catalyze the development of decentralized, grid-connected small-scale renewable energy (RE) power generation market in Egypt and the solar PV in particular. The target is to facilitate the installation of new decentralized PV resulting in direct GHG reduction benefits of 66 kilo-tones of CO2eq during the lifetime of the project. Complementary indirect mitigation benefits are expected from the sustained market growth of the PV market after the project with estimated GHG reduction of about 0.6-0.7 million tons of CO2eq.

The project is funded by the Global Environment Facility (GEF) and United Nations Development Programme (UNDP) acts as the GEF Implementing Agency. The project is executed by Industrial Modernization Centre (IMC) of the Ministry of Industry and Foreign Trade, which will assume the overall responsibility for the achievement of project results as UNDP’s Implementing Partner (IP).

Objective of this consultancy:
The objective of this consultancy is to deliver a package of consultancy services that aim to the promotion of grid-connected PV systems through BIPV applications and to carry on all necessary tasks towards a successful implementation of project phases (Designing and Tendering) for pilots of a grid-connected BIPV systems for 2 pilot projects that are located in Giza and Sharm El Sheikh, Egypt.
Scope of work

1. Conduct a site visit for the targeted projects in Egypt: the Grand Egyptian Museum and a building at The Housing and Building National Research Center “HBRC”, Giza or a building in Sharm El Sheikh, Egypt.

2. Propose all the latest appropriate solar BIPV/BAPV technologies and applications that could be used in the existing and under construction buildings including, but not limited to, PV skylight, PV curtain wall, PV canopies, PV façade and PV floor taking into consideration the climate nature in Egypt in terms of dust, sandy storms, isolated installations, difficulty in maintenance, relatively high temperatures and possible tough operation conditions, etc.

3. Prepare full technical guide line and design criteria for the proposed applications including the complete ‘design for implementation’ of the BIPV/BAPV system and based on the data that will be presented for the targeted existing building.

4. Prepare a cost estimate for all the proposed applications and systems based on similar systems in other countries.

5. Prepare financial guide line demonstrating all aspects to be considered in the financial and profitability analysis of BIPV/BAPV applications.

6. Develop and deliver tender documents and bidders evaluation criteria for turnkey design of the selected buildings, which will be in coordination with facilities’ end-users.

Deliverables:

1. A conceptual design for the selected 2 pilot projects with at least two different available applications and technologies that will be suitable for the selected buildings.

2. Detailed system design: detailed drawings for the components of the photovoltaic systems (that can be potentially added to the tender documents) including Technical specifications for the selected applications and bidder’s evaluation criteria for turnkey design of the selected pilot which will be in coordination with the building owners.

3. Prepare a financial study on both of the proposed and the available BIPV/BAPV technologies including cost estimates and demonstrating the calculation of financial parameters such as payback period, IRR and LCOE for each of the proposed BIPV/BAPV applications that are best fit for these above mentioned 2 buildings.

4. Tender documents and evaluation criteria for turnkey design of the selected pilots.

5. Final presentation and summary report of the findings.
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<th>Outputs</th>
<th>Percentage</th>
<th>Timing</th>
<th>Condition for Payment Release</th>
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<tr>
<td>1. A conceptual design for a selected pilot with at least two different applications and technologies that will be suitable for the selected buildings.</td>
<td>25% (Twenty five Percent) of contract value shall be payable to the Contractor</td>
<td>2 weeks</td>
<td>Upon the approval of facilities’ owners and Egypt-PV</td>
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<tr>
<td>2. Detailed system design: detailed drawings for the components of the photovoltaic systems (that can be potentially added to the tender documents) including Technical specifications for the selected applications and bidder’s evaluation criteria for turnkey design of the selected pilot which will be in coordination with the building owners.</td>
<td>25% (Twenty Percent) of contract value shall be payable to the Contractor</td>
<td>4 weeks</td>
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<tr>
<td>3. Kick off meetings, data collection, site survey and preparing a financial study on both of the proposed and the available BIPV/BAPV</td>
<td>25% (Twenty five Percent) of contract value shall be payable to the Contractor</td>
<td>4 weeks</td>
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Technologies including cost estimates and demonstrating the calculation of financial parameters such as payback period, IRR and LCOE for each of the proposed BIPV/BAPV applications.

4. Tender documents and evaluation criteria for turnkey design of the selected pilots
5. Present final summary report and presentation

| 25% (Twenty Percent) of contract value shall be payable to the Contractor | 2 weeks |

Estimated No. of Working Days:
The estimated number of working days are up to 45 days including 40 days office work, in addition to one visit to Cairo for 5 working days.

I. Academic Qualifications:
Advanced degree in Engineering or related field to renewable energy or any other related science-based background.

II. Years of experience:
Organizations or institutions with at least 10 years of relevant experiences in the field of PV systems (small, medium and large capacities)

Experience
• Involvement in the design and implementation of at least one project in a BIPV grid-connected application.
• Good communication and analytical skills.
• Previous work experience in developing countries is a must.
• Proven experience in design and implementation of similar types of projects.
• Previous working experience with GEF or UNDP projects is a credit.
• Fluent English and/or Arabic languages writing and speaking
III. Competencies:

Job Knowledge & Expertise:
Excellent organizational skills and ability to handle effectively multiple tasks without compromising quality, team spirit and positive working Relationships with all colleagues; Dependability, reliability and initiative; Previous working experience with GEF or UNDP projects is a credit. Fluent English and/or Arabic languages writing and speaking Is motivated & demonstrates a capacity to pursue personal development & learning.

Results-Orientation:
Plans and produces quality results to meet established goals.

People Skills:
Sets clear performance goals and standards; executes responsibilities accordingly.

Partnering & Networking:
Seeks and applies knowledge, information, and best practices from within and outside UN.

Innovation & Judgment:
Contributes creative, practical ideas and approaches to deal with challenging situations; Pursues own personal and professional development;

Language Requirements:
Proficiency in English or Arabic Languages are essential.