

## ANNEX II: TERMS OF REFERENCE

<b>1. BACKGROUND INFORMATION .....</b>	<b>2</b>
1.1. Partner country .....	2
1.2. Contracting authority .....	2
1.3. Programme background.....	2
<b>2. OBJECTIVE, PURPOSE &amp; EXPECTED RESULTS .....</b>	<b>2</b>
2.1. Overall objective.....	2
2.2. Purpose .....	3
2.3. Results to be achieved by the Consultant .....	3
<b>3. ASSUMPTIONS &amp; RISKS .....</b>	<b>4</b>
3.1. Assumptions underlying the Programme.....	4
3.2. Risks .....	4
<b>4. SCOPE OF THE WORK.....</b>	<b>4</b>
4.1. General.....	4
4.2. Specific work.....	4
4.3. Programme management .....	6
<b>5. LOGISTICS AND TIMING .....</b>	<b>6</b>
5.1. Location .....	6
5.2. Start date & period of implementation of tasks .....	6
<b>6. REQUIREMENTS .....</b>	<b>6</b>
6.1. Staff .....	6
6.2. Office accommodation.....	8
6.3. Facilities to be provided by the Consultant .....	8
6.4. Equipment.....	8
<b>7. REPORTS .....</b>	<b>8</b>
7.1. Reporting requirements .....	8
7.2. Submission and approval of reports .....	10
<b>8. MONITORING AND EVALUATION.....</b>	<b>10</b>
8.1. Definition of indicators.....	10
8.2. Special requirements.....	10

# **1. BACKGROUND INFORMATION**

## **1.1. Partner country**

Egypt

## **1.2. Contracting authority**

The Italian Agency for Development Cooperation (AICS) – Cairo

## **1.3. Programme background**

The Multi-Educational Programme for Employment Promotion in Migration-affected Areas (MEPEP) falls under the scope of the “Enhancing the Response to Migration Challenges in Egypt Programme (ERMCE, Ref. T05-EUTF-NOA-EG-01) which is funded by the European Union Emergency Trust Fund for stability and addressing the root causes of irregular migration and displaced persons in Africa.

The MEPEP Programme is aligned to the Operational framework of the EU TF North Africa Window (EUTF NAW), is implemented by the Italian Agency for Development Cooperation (AICS) in the frame of the Contribution Agreement T05-EUTF-NOA-EG-01-06 (T05.255), with a planned three-year duration.

The Programme aims at enhancing economic and equal opportunities, in particular for vulnerable groups by improving the quality of the Technical and Vocational Education and Training (TVET) system in Egypt.

The Programme will be implemented in Sharkeya Governorate as its target area in consultation with local authorities. Sharkeya –is indeed one of the Governorates in Egypt that boast the largest number of Egyptian youths who wish to leave Egypt and illegally migrate to other countries. Secondly, the 10th of Ramadan Industrial Zone resulted being the most relevant intervention area due to the presence of a dynamic Egyptian and non-Egyptian industrial force on which the creation of a high-level and market-oriented TVET Centre can have the major impact. This area hosts the 10th of Ramadan Training Centre belonging to MoTI’s Productivity and Vocational Training Department (PVDT) that will be the target of the activities. This Technical School was chosen during the formulation phase by AICS Cairo together with the local Authorities.

The Italian Agency for Development Cooperation (AICS) - Cairo Office will work in close cooperation with the Ministry of Education and Technical Education (MoETE) and the Ministry of Industry and Trade (MoTI), namely the Productivity and Vocational Training Department (PVDT), as the main national entities mandated in the area of TVET.

# **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

## **2.1. Overall objective**

The overall objective of the Programme MEPEP - Multi-Educational Programme for Employment Promotion in Migration-Affected Areas of which this contract will be a part is as follows:

- fostering more inclusive social and economic environment and stability in the region (in line with the European Union Trust Fund - North of Africa Window Strategic Objective 4), by fostering employment and income generation through TVET (Technical and Vocational Education and Training) enhancement;

- improving the TVET system quality in the industrial field respectively in terms of teaching methodologies for teachers and trainers and skills acquisition for students and promoting job placement and creating synergies with the industrial stakeholders at the national and local level;
- enhancing economic and equal opportunities, in particular for vulnerable groups by improving the physical and technical infrastructure and the physical and technical equipment of the Technical and Vocational Education and Training system in Egypt. The 10th of Ramadan Vocational Training Centre belonging to Ministry of Trade and Industry's Productivity and Vocational Training Department is the target of the activities of the Programme.

## **2.2. Purpose**

The purposes of this contract are as follows:

- a) to recruit a Consultant to assist the PMU (Programme Management Unit) of the MEPEP Programme in providing the support for the development of the related Technical Specification for a Works contract for the refurbishment and/or the reconstruction of approximately ten laboratories of the identified 10th Ramadan Training Centre and in addition the re-building and/or the building of approximately three new laboratories alongside the centre; thus, including all the related civil, electrical and mechanical works, service facilities, etc.;
- b) to then draft a Works Tender with all its annexes and provide for the production of 10 paper copies (including all necessary drawings) of the final approved draft;
- c) to support the PMU and the local Authorities in identify any needs of licenses and/or construction permits etc.;
- d) to further provide all the necessary technical support to the PMU during the implementation of the Works Tender procedure and as well as to Supplies procedures limited to the technical components;
- e) to support the PMU during the Works Contract finalisation;
- f) to then provide for the necessary Supervision activities of the Works Contract from site delivery and up to the final acceptance of the Works.

## **2.3. Results to be achieved by the Consultant**

The Consultant shall perform the following achievements:

- a) the delivery of a baseline assessment (thus including the list of equipment and its related lay-out of utilities considering the necessary assembling and installation) to prepare the engineering design and the tender dossier for construction Works related to the refurbishment and/or the reconstruction of approx. ten laboratories of the identified 10th Ramadan Training Centre and in addition, the re-building and/or the building of approx. three new laboratories alongside the centre in a landing space owned by the Government on the base of Egyptian law and regulations, in accordance with international standards recommendations, in the interest of AICS and of the PMU;
- b) the delivery of 10 copies of the finalised and approved Works Tender dossier;
- c) the Consultant will provide the necessary support during the tendering procedures and contract finalisation (thus including participating to the site-visit, drafting related technical minutes, drafting answer for clarification to technical questions, provide for the necessary support to the Evaluation Committee(s) as related to technical verifications, etc.) as related to the Works and partially also in relation to the equipment lay-outs;
- d) The Consultant will also act as "The Supervisor" responsible for the supervision of the civil, electrical and mechanical works to be executed according to the WORKS Contract that will be signed with the Contractor to manage the construction Works, providing for monthly reports from site delivery to final acceptance of the works (thus including possible support during equipment commissioning).

### **3. ASSUMPTIONS & RISKS**

#### **3.1. Assumptions underlying the Programme**

The Sharkeya Governorate is committed to offer additional Government-owned space within the 10th of Ramadan Training Centre area to be dedicated to the infrastructural enlargement of the school to host the Vocational Training Center (VTC).

The awarded entity will receive the entire MEPEP Action Programme documentation during initial briefing meeting.

#### **3.2. Risks**

Risk of political instability in the region and possible changes in the national and local Governments.

Lack of political will to engage in the TVET development sector reform.

Delays on Works contract schedule due to unforeseen and force major.

### **4. SCOPE OF THE WORK**

#### **4.1. General**

The Consultant will assist the MEPEP Programme PMU as regarding to the implementation of the Works and partially about the supply components as below indicated.

#### **4.2. Specific work**

Specific works below identified are generated by standard activities which should be considered as an indicative (but not limited to) lists of tasks which will be then considered by the Consultant and included in the proposed methodology and strategy:

##### **4.2.1 The activities that the Consultant shall perform during the first period to prepare the engineering design and the tender dossier for the Construction Works include:**

- a) Provide an inception report;
- b) Perform a baseline assessment of the physical and technical infrastructure of the centre;
- c) Prepare the engineering design documentation;
- d) Draft Lay-out of installation and utilities of laboratories equipment;
- e) Identify any needs of licenses and/or construction permits;
- f) Provide for any guidance as related to E&S (Environmental and Social) analysis;
- g) Based on the above, develop the technical specification for the construction works including work schedule;
- h) Support the PMU in developing the full Tender dossier for the construction works for a Design and Build Works Contract.

##### **4.2.2 The activities the Consultant shall perform at the end of the first period are the following:**

- a) Production of the Open Tender Dossier for the Works Contract in 10 paper copies;
- b) Participating to the site-visit;
- c) Drafting related technical minutes;
- d) Drafting answer for clarification to technical questions;
- e) Provide for the necessary support to the Evaluation Committee(s) as related to technical verifications, etc.;
- f) Support the PMU in the approval of the executive design submitted by the awarded Works Contractor;

- g) Review of the submitted, in the offer, work plan which will include the working executive detailed drawings submitted by the awarded Works Contractor and verify its correspondence to the approved executive design;
- h) Examine the work schedule submitted in its offer by the awarded Works Contractor and issue of approval if complying to the contractual time duration and examine the site mobilisation proposal;
- i) Support the PMU in the finalisation of the Design and Build Works Contract.

**4.2.3 The activities the Consultant shall perform from the entry into force of the Contract for Works acting as “The Supervisor” responsible for the supervision of the civil, electrical and mechanical works to be executed according to the Works Contract include, but not limited to:**

- a) Assist the PMU and local Authorities in handing over the site to the Works Contractor;
- b) Provide the necessary support to the PMU in the review of the revised Design and Build Works Contract documentation and drawings;
- c) Monitoring of bimonthly work progress, verifying the deviation from the approved work schedule. Initiate and chair weekly and monthly site progress meetings; prepare and issue minutes of such meetings. Analyse quantity variations referred to the Breakdown of the Lump-sum and in the Detailed Breakdown of the Lump-sum & Bill of Quantities prices in annex to the Design and Build Works Contract;
- d) Financial analysis based on the actual progressive cost and quantity of works still to be executed and review of project expenditure to the end;
- e) Site monitoring during work execution to ensure the compliance of works to the technical specifications;
- f) Supervise and control all topographic surveys, investigations and laboratory tests performed by the Works Contractor;
- g) Bimonthly measurement of satisfactorily executed works for interim and final payment certificate(s);
- h) Assure the suitability of manufactures and of sources of machinery, equipment and materials proposed by the Works Contractor to be used for the works;
- i) Proceed to tests and inspections of materials and equipment and acceptance of supplies.
- j) Check the adequacy and authenticity of all certificates such as insurance, performance bond, etc;
- k) Examine and propose to the PMU, for approval, variation if any which may be necessary during the course of construction, including with the revised plans, specifications, programme, costs, etc., thus in line with the provision of the Daywork Schedule in annex to the Design and Build Works Contract;
- l) Issue, in writing, all necessary instructions to the Works Contractor as provided under the Work Contract General and Special Conditions. The approval procedure of these instructions will be agreed upon between the Consultant Team Leader and the PMU thus in line with the above mentioned signed Technical Agreement and its annexes;
- m) Acceptance or rejection of Works, or any part thereof executed by the Contractor, in accordance with the Specifications and Conditions of Contract;
- n) Instruct the Works Contractor in carrying out site tests, including loading tests, test records and settlement records as considered necessary, including supervision and verification of such tests;
- o) Delivery to PMU, upon the completion of the Works, geotechnical reports, as build drawings prepared by the Works Contractor;
- p) Support and assist, as needed, the PMU during the installation and commissioning of received equipment and handle, if any, possible dispute among Suppliers and Works Contractor;
- q) Prepare and submit to the PMU the provisional acceptance and final acceptance certificates;
- r) Assist the PMU in receiving back the site from the Works Contractor as the Works are completed;
- s) Evaluate and advise the PMU on all the Works Contractor’s claims, if any, including processing of such claims;
- t) Support the PMU during any possible amicable settlement of disputes as per Design and Build Works Contract and its Conditions;
- u) In case of no amicable settlement achievement, provide for necessary support to the PMU (and when necessary, act as secretary on the site) during the mediation in accordance with the CEPANI Mediation Rules.

### **4.3. Programme management**

#### **4.3.1. Responsible body**

The implementation of the MEPEP Programme will be under the legal and administrative responsibility of the Italian Agency for Development Cooperation (AICS), represented on the field by the PMU of the MEPEP Programme.

#### **4.3.2. Management structure**

The management structure is the Programme Management Unit (PMU) established in Cairo to ensure the overall technical and financial monitoring of the Programme, including the legal and administrative operations. The PMU is responsible to carry out the required activities and achieve the expected results.

The PMU is responsible for the technical management of the activities and provides support to the AICS Cairo Office with regards to the implementation of the MEPEP Programme and reports to AICS Director and to the Coordinator of EU Portfolio to Egypt.

#### **4.3.3. Facilities to be provided by the contracting authority and/or other parties**

The contracting Authority and/or other parties will not provide for any facilities to the Consultant staff.

## **5. LOGISTICS AND TIMING**

### **5.1. Location**

The Programme will be implemented in Sharkeya Governorate and more precisely at the 10th of Ramadan Training Centre and as well as in Cairo.

### **5.2. Start date & period of implementation of tasks**

The intended start date is August 2021 and the period of implementation of the contract will be up to 14 months from this date. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

## **6. REQUIREMENTS**

### **6.1. Staff**

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### **6.1.1. Experts Team**

The Consultant shall make available a team of experts, between junior and senior (where necessary also with local expertise) and provide for their profiles in line with provided rationale and proposed implementation strategy (including back-up functions and approx. number of working days for each proposed expert specialisation).

It is estimated that a minimum number of approx. 500 working days would be necessary to successfully implement the Programme activities, the below represent a minimal general structure for the team of experts (the Consultant shall list any other expertise he intends to engage according to its experience to perform the assignments):

Position	Specialisation	Category	Input (days)	
Team Leader	Engineer		HQ	SITE
	Backstopper			
Site Supervisor				
Civil Engineer				
Other Civil Engineer(s)				
Electrical Engineer				
Vocational laboratory specialist				
<i>Other</i>				

As indicated, among the team of proposed experts, a Team leader is to be identified in the proposed Organisation and Methodology. The proposed Team Leader should have the following minimal:

<b>Qualifications and skills</b>	A university degree in Civil Engineering, with good working knowledge of English and full computer literacy.
<b>General professional experience</b>	Experience of at least 5 years in the supervision of construction works of industrial and civil buildings as a Resident Engineer for the executions of civil works of various types, including electrical and mechanical works, whose contract value is over 500.000 Euro.
<b>Specific professional experience</b>	Experience of management of at least 2 contracts as Construction Manager in works related to the construction of technical buildings, earthworks, foundation works, steel structures, cold stores and prefabricated units will be appreciated.
	Experience in construction design and planning of similar nature of works, preferably school buildings and industrial facilities.
	Experience in management and supervision of any type of electrical works related to the construction of technical buildings or industrial facilities will be appreciated.
	Previous experience and knowledge in construction and rehabilitation of educational buildings will be an added value.
	Previous experience and knowledge of Works contract financed from the EC general budget in the context of external actions will be an added value.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### 6.1.2. Support staff & backstopping

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

### 6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the Consultant at their HQ and at the Works site accordingly to needs.

### 6.3. Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

### 6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

## 7. REPORTS

Necessary reports are requested in the different format and content as per different specific works as indicated in article 4.2. The Consultant must send the draft of the report(s) referred to below to the PMU for comments. Approval and/or request for modification will be sent to the Consultant within 10 working days from the related report submission: The official report will be revised according to such comments before the final approval.

### 7.1. Reporting requirements

The Consultant shall submit the following reports in English as a draft version for PMU revision in one hard copy and one soft copy and as the final approved version in two hard copy and a soft copy:

- **Inception Report** of maximum 10 pages (main text, excluding annexes) to be produced after one week from the start of implementation. In the report the Consultant shall describe initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel.
- **First Interim Report:** to be produced after 30 days from the date of approval of the Inception Report. In this report, the Consultant shall describe the activities that have been carried out and the results obtained up to that time in compliance with the task schedules. Together with the First Interim Report the Consultant shall provide the engineering design and the tender dossier for the construction Works.
- **Second Interim Report:** to be produced simultaneously with the approved final draft for Design and Build Contract as per article 4.2.2 and before the entry into force of the Contract for Works. In this report, the Consultant shall describe the activities that have been carried out and the results obtained up to that time in compliance with the task schedules.
- **Additional Interim Reports during the Works Contract implementation:** will be submitted bimonthly during the Work Contract for the Design and Build within 10 calendar days from the achievement of the reference period starting from the entry into force of the Works Contract or at a



different time as agreed among the parties. The draft report format will be agreed between the PMU and the Consultant and included in the tender procedure.

Final version of the report will be agreed and included in the conditionalities of the Design and Build Contract and will include at least the following items:

#### 1. Quality

The results of activities executed and materials proposed by the Contractor, indicating the envisaged problems and the suggested remedies. List of all samples and tests carried out on materials, plants and works.

#### 2. Work progress

Summary description of the main work progresses with specific attention to critical path to achieve Work completion. The report has to detail the potential delays and difficulties indicating the possible remedies.

One copy of the original Contractor's Work schedule showing the actual progress.

A progress report (using appropriate presentation formats: e.g., Gantt charts, S-curves, etc) showing progress to date versus the plan for each activity, actual or expected deviations from the original plan and highlighting the implications for meeting the overall target completion date.

#### 3. Resources

Where applicable, list of personnel, workers, technicians, managers etc., machinery, equipment and materials available to the Contractor on site. Thus, including the evaluation of adequacy to complete the Works within the contractual period.

#### 4. Management of Contract and Budget

A cost report showing the original budget, revised total estimate and variation for each budget item and highlighting any actual or expected variation in the overall project cost.

A table summarising:

- Site instructions;
- Field instructions;
- Claims received from the Contractor;
- Interim Statement of Payment signed by the Work Supervisor;
- Last certificate paid to the Contractor;
- The amount of contingency and provisional engaged;
- Any other contractual problem arising during the period;
- Copies of weekly and monthly minutes of meetings.

- **Draft Final report:** to be produced at the end of the operation the draft final report will incorporate all the main contents of the Inception and Interim Reports, together with overall considerations and conclusions and shall also include:
  - Copy of provisional and final acceptance certificates;
  - As build drawings;
  - The final cost analysis;
  - Analyse of timely compliance to the program;
  - Equipment and electrical handbooks;
  - List of licences and authorisations for the Works;
  - A report about laboratories equipment delivery, installation and commissioning as and as well encountered problem and its related solution(s);
  - A final quality report;

- Detailed description of all problems incurred during the construction and the relevant remedies;
  - Detailed list of all the Works Contractor's claims and disputes including their processing and the description of the implemented action
  - Any other information and/or annex deemed necessary.
- **Final report:** the final report will incorporate all the main contents as per the draft Final Report as per above together with:
    - Completion of information as requested by the PMU,
    - the full acceptance by the Consultant of the requested amendment and corrections from the PMU
 The final report will be submitted in 10 days after receipt of comments on the draft final report.

## **7.2. Submission and approval of reports**

The report referred to above must be submitted to the Programme manager identified in the contract. The Programme manager is responsible for approving the reports.

# **8. MONITORING AND EVALUATION**

## **8.1. Definition of indicators**

The PMU will adopt appropriate measures to monitor the process and to make timely evaluation on the base of the provided reports. The Consultant will propose in its methodology and strategy an M&E modality which will be discussed and agreed during the initial briefing with the PMU.

## **8.2. Special requirements**

N/A