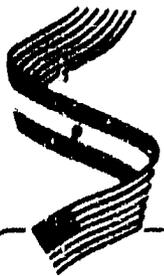


PD-APA-094

**U.S. ECONOMIC ASSISTANCE  
PROGRAM IN EGYPT**



A.I.D. Project Number 263-C215

Special Grant Agreements

FM/LEAD (if Loan.)  
FM/PAFD  
FM/CAD  
GC/ANE  
ANE Desk  
ANE/TR Officer  
ANE/PD Officer & File  
FPC/CDIE/DI

PROJECT  
GRANT AGREEMENT  
BETWEEN  
THE ARAB REPUBLIC OF EGYPT  
AND THE  
UNITED STATES OF AMERICA  
FOR  
POWER SECTOR SUPPORT

Dated: SEP 27 1989

**CONFORMED  
COPY**

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Project Grant Agreement

Dated SEP 27 1989

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the  
Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of support for the Grantee's energy sector policy changes, with particular reference to the more economic pricing of electricity, through expansion of electrical energy capacity. More particularly,

the Project will finance (a) a combined cycle unit at Cairo South; (b) modernization of the Cairo West Thermal Power Station; (c) refurbishing of several gas turbine generating units; (d) expansion of the existing microwave communications system from Cairo to Suez area; (e) equipment and commodities for system-wide application; (f) training of personnel; (g) technical studies and technical assistance; and (h) subject to later mutual agreement, the design and preparation of specifications for a thermal power station to be constructed at El Kureimat.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the

Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed the sum of One Hundred Thirty Six Million United States ("U.S.") Dollars (\$136,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than Sixty Four Million Three Hundred Thousand Egyptian Pounds (LE 64,300,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is December 31, 1993, or such other date as the Parties may agree to in writing, is the date by which the Parties

estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Requirements Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance by A.I.D. of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) a statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) A contract or contracts for engineering and construction supervision services for infrastructure covered by the Project, which services shall include inter alia the preparation of an Environmental Assessment covering the Cairo South combined cycle unit;

(c) Evidence that the proceeds of the Grant, except for funds used to finance consultant services and technical assistance, have been loaned to the Egyptian Electricity Authority (EEA) on terms and conditions approved by the appropriate authorities of the Grantee;

(d) Evidence that the local currency financing for the Project has been budgeted by the Grantee and will be available for timely expenditure by EEA;

(e) Evidence that the accounting records for Grantee's local currency and in-kind contributions to the Project will be maintained by EEA;

(f) A commitment by the Grantee, in the form of a letter from the Chairman of EEA, to finance from Grant funds a study to determine the cost of service to various user classes, nationwide, of the electricity system, which study could be the basis for future rate design;

(g) A commitment by the Grantee, in the form of a letter from the Chairman of its Electrical Distribution Authority, to finance from Grant funds a study to identify the sources and magnitude of individual distribution company system losses nationwide, with the exceptions of Cairo, Alexandria and the Canal Zone. Such study will also include recommendations, with cost estimates, of corrective measures which, if implemented, would reduce system losses.

(h) A commitment by the Grantee and EEA to finance from Grant funds other technical assistance services as required throughout the life of the Project.

SECTION 4.2. Additional Disbursements: Cairo South Combined Cycle Unit. Prior to any disbursement or to the issuance by A.I.D. of any commitment documents under this Agreement for the purpose of financing the installation of a combined cycle unit at Cairo South, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance:

(a) An executed construction contract, which will appropriately reflect inter alia the outcome of the Environmental Assessment prepared by the Project's engineer/construction supervisor, for the design, supply and installation of equipment, testing, start-up and training for the combined cycle unit at Cairo South.

(b) A statement from the Ministry of Planning evidencing that the funds necessary for the local currency costs of the Cairo South combined-cycle unit construction contract have been allocated to EEA's account and are available for disbursement in an amount based on a cost estimate approved by EEA.

(c) Evidence that EEA will provide a transmission substation, coordinated with the completion of the Cairo South

Combined Cycle Unit Plant, of sufficient capacity to distribute the plant's generation to the EEA system.

(d) Evidence that the Egyptian General Petroleum Company (EGPC) will deliver sufficient natural gas to the Cairo South combined-cycle unit to permit EEA to operate that unit, under normal conditions, on natural gas without curtailing gas supplies to other EEA facilities.

SECTION 4.3. Additional Disbursements: Cairo West Thermal Power Station. Prior to any disbursement or to the issuance by A.I.D. of any commitment documents under this Agreement for the purpose of financing the modernization of the Cairo West thermal power station, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance:

(a) A statement from the Ministry of Planning evidencing that the funds necessary for the local currency costs of the Cairo West modernization contracts have been allocated to EEA's account and are available for disbursement in an amount based on a cost estimate approved by EEA.

(b) Evidence that the Egyptian General Petroleum Company (EGPC) will deliver sufficient natural gas to the existing Cairo West thermal power station to permit EEA to operate the four units, under normal conditions, on natural gas without curtailing gas supplies to other EEA facilities.

SECTION 4.4. Additional Disbursements: Gas Turbines.

Prior to any disbursement or to the issuance by A.I.D. of any commitment documents under this Agreement for the purpose of financing the refurbishment of gas turbines at El Fayoum, Abu El Matamir and Cairo North and, later, installation of those gas turbines at Hurgada, the Grantee shall furnish to A.I.D., except as A.I.D. may otherwise agree in writing, in satisfactory form and substance, with respect to each such unit individually:

(a) A statement from the Ministry of Planning evidencing that the funds necessary for the local currency costs of the relevant contract have been allocated to EEA's account and are available for disbursement.

(b) Evidence that EEA will provide a distribution substation, coordinated with the completion of the Hurgada gas turbine plant, of sufficient capacity to distribute the plant's generation to the distribution system serving the Hurgada area.

(c) Evidence that EEA owns or otherwise has legal jurisdiction over the site at Hurgada upon which the gas turbines will be installed and all rights-of-way necessary for the gas turbine facilities and transmission/distribution connections to the power system.

(d) Evidence that EGPC will deliver sufficient gas to the Hurgada plant to permit EEA to operate that plant, under normal conditions, on gas without curtailing gas supplies to other EEA facilities.

SECTION 4.5. Additional Disbursements: Grant-Financed Contracts. Prior to disbursement or to the issuance by A.I.D. of any commitment documents under this Agreement to finance individual contracts financed under the Grant, the Grantee shall, except as the Parties may otherwise agree in writing, furnish A.I.D., in satisfactory form and substance, executed copies of each such contract.

SECTION 4.6. Notification. When A.I.D. has determined that the individual Requirements Precedent specified above have been met, it will promptly notify the Grantee.

SECTION 4.7. Terminal Dates for Requirements

Precedent. If all of the requirements specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, then A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties may otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

- (a) evaluation of progress toward attainment of the objectives of the Project;
- (b) identification and evaluation of problem areas or constraints which may inhibit such attainment;
- (c) assessment of how such information may be used to help overcome such problems; and
- (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Exemption from Decennial Liability Law.

The Grantee agrees that contactors, architects, consultants and subcontractors working on the Project shall be exempt from the application of Egyptian law (Sections 651-654 of the Civil Code and Law No. 106 of 1976) with respect to decennial liability. The exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purpose for which they are designed and erected.

SECTION 5.3. Payment of Salary Supplements. Grant proceeds or funds derived from the Special Account arising under the Commodity Import Program will not be used to pay Project-related salary supplements.

SECTION 5.4. Plant Operations and Maintenance Training. The Grantee shall promote the selection by EEA of additional operational and maintenance staff, and the commencement by EEA of a comprehensive training program, sufficiently in advance of the start-up of all gas turbines and steam turbines to be installed under the Project, so that

operation and maintenance personnel will be on-site, trained and fully qualified to operate and maintain all Project-funded gas turbine and steam turbine units when placed in service.

SECTION 5.5. Plant Fuel Supply. The Grantee shall promote the operation by EEA of all generating units financed under the Project, under normal operating conditions, on gas.

SECTION 5.6. Consultation on Electricity Tariffs. The Grantee will ensure that periodic consultations involving EEA are held regarding electricity tariffs and their impact on the financial viability of EEA.

SECTION 5.7. Social Insurance and Taxes on Expatriates. Egyptian social insurance premiums and Egyptian taxes on any non-Egyptian assessed with respect to any contract financed under the Project shall be cost-reimbursable expenditures to each such contractor and shall be payable within the Grantee's contribution to the Project.

SECTION 5.8. Reports on Contributions. The Grantee, through EEA, will provide A.I.D., on a quarterly basis, with information concerning accounting records on local currency and in-kind contributions provided for the Project.

SECTION 5.9. Ratification. The Grantee will take all necessary action to complete all legal procedures necessary to ratification of this Agreement and will notify A.I.D. as promptly as possible of the fact of such ratification.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of Requirements Precedent, the Grantee may obtain disbursement of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such

goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement.

Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.3. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such

arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of International Cooperation  
8 Adly Street  
7th Floor  
Cairo, Egypt

To A.I.D.:

A.I.D.  
U.S. Embassy  
Cairo, Egypt

To the Implementing Organization:

Egyptian Electricity Authority  
Nasr City, Abbassia  
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the Minister of State for International Cooperation and/or the Administrator of the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, A.I.D. Mission to Egypt. Each of these representatives may, by written notice, designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Language of Agreement. This Agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version shall control.

SECTION 8.4. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : M. W. Makramallah

NAME : Dr. Maurice Makramallah

TITLE: Minister of State for International Cooperation

UNITED STATES OF AMERICA

BY : Frank G. Wisner

NAME : Frank G. Wisner

TITLE: American Ambassador

ARAB REPUBLIC OF EGYPT

BY : Ahmed Abdel Salam

NAME : Ahmed Abdel Salam Zaki

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : Marshall D. Brown

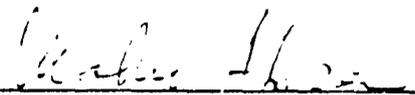
NAME : Marshall D. Brown

TITLE: Director, USAID/Egypt

Implementing Organizations

In acknowledgement of the foregoing Agreement, the following representatives of the implementing organizations have subscribed their names:

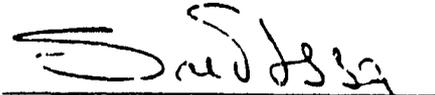
MINISTRY OF ELECTRICITY AND ENERGY

BY : 

NAME : Eng. Mohamed Maher Abaza

TITLE: Minister

EGYPTIAN ELECTRICITY AUTHORITY

BY : 

NAME : Eng. M. El Said Issa

TITLE: Chairman

PROJECT DESCRIPTIONPOWER SECTOR SUPPORTPROJECT NO. 263-0215

The Project consists of the installation of a 150 MW combined-cycle generating unit; modernization of a 350 MW thermal power station; refurbishment of three 24 MW gas turbine generators and their subsequent installation at a new site; expansion of the existing micro-wave communication system serving the National Energy Control Center; and the procurement of replacement parts, spare parts and work equipment essential for the reliable and economic operation of the Egyptian power system.

A 150 MW combined-cycle generating unit consisting of a nominally rated 110 MW gas turbine generator and a 50 MW steam turbine generator will be installed at the existing Cairo South Thermal Power Station. The gas turbine will be fueled, under normal operating conditions, by natural gas. The gas turbine high temperature exhaust gases will be utilized to convert water to steam, in a non-fired boiler, which will drive the turbine generator. Cooling water for the steam turbine will be drawn from the Nile River and, after condenser service, will be returned to the river. The electrical output of the combined-cycle unit will be delivered to the EEA network through the 220 KV gas insulated substation existing at Cairo South.

A single contractor will be responsible for the design, manufacture, supply, shipment, installation, testing, training and start-up of the unit.

The 350 MW Cairo West Power Station, consisting of 4-87.5 MW turbine generators and boilers, will be modernized. The three steam turbine generators, installed in the mid 1960's, will be rehabilitated and portions of the turbines will be rebuilt to achieve greater efficiency. Portions of the superheaters, reheaters and attemperators will be replaced so that boilers can operate at rated pressure and steam output. The present heavy oil burners will be replaced with burners designed for dual fuel operation (heavy oil and natural gas) and boiler

controls will be replaced with a modern burner management system and control instrumentation. The original equipment suppliers will provide the replacement equipment and materials and will supervise and be responsible for the replacement work being performed by EEA personnel. The plant will normally operate on natural gas.

Gas turbine-generators at El Fayoum, Abu El Matamir and Cairo North, each rated 24 MW, will be refurbished and made operational. New control systems will replace the existing deteriorated controls. Once the units are returned to operation, they will be moved to a site adjacent to Hurgada where they will be installed and placed in operation. The units will normally operate on gas. The original equipment supplier will provide the replacement parts and materials; will supervise and be responsible for the gas turbine refurbishment being performed by EEA personnel; and after testing, will supervise the installation, start-up and initial operation at Hurgada.

The microwave communication system that collects and transmits operating data to the National Energy Control Center (NECC) will be expanded to collect operating data from six EEA stations between Cairo and the Suez Canal. When completed, this communication system expansion will facilitate collection and transmission of additional data which, when integrated with the operational data referenced immediately above, will enhance the reliability and efficiency of the power system's operation. A single contractor will be responsible for the design, manufacture, supply, shipment, installation, testing, training and start-up of the system's extension.

Commodities in the form of replacement parts and parts for gas turbine and diesel-driven generating units will be procured. The Project will also finance the procurement of laboratory test instruments, transducers and specialized work equipment and tools essential for the maintenance of the 500 KV and 220 KV transmission lines and substations.

Technical assistance in the form of project monitoring services (AID personal services contractor) and electricity pricing strategy and distribution system loss reduction studies will be financed. The results of these studies will provide guidance to the Ministry of Electricity and Energy on future electricity pricing decisions and how most effectively to reduce energy losses on the distribution networks.

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In addition, it is possible that, based on later mutual agreement, the Project budget will be adjusted (without increase to AID's contribution of \$136 million) in order to provide funding for design work and writing of specifications for a thermal power station to be constructed at El Kureimat. The Parties intend, in considering this possibility, to review the likelihood of financing for the El Kureimat facility being available from other donors.

Throughout the Project, EEA will utilize the service of consulting engineers acceptable to A.I.D. to assist in the preparation of equipment specifications, procurements, contract negotiations, contract administration, factory inspections and supervision of installation, rehabilitation and refurbishment of equipment.

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ATTACHMENT 1 TO ANNEX I  
ILLUSTRATIVE FINANCIAL PLAN  
(X 1,000,000)

	<u>U.S.</u> <u>CONTRIBUTION</u>	<u>OE</u> <u>CONTRIBUTION</u>	
		<u>IN CASH</u>	<u>IN KIND</u>
Technical Assistance:			
Consultant Services	\$ 6.0	LE 4.0	LE --
Electricity Pricing Study	0.5	--	--
Loss Reduction Study	1.0	--	--
Sector Studies	1.0	--	--
El Kureimat Preliminary Design	---	--	--
Project Monitoring Services	0.5	--	--
Audit	0.3	--	--
Equipment/Installation:			
Cairo South Combined Cycle	\$ 68.0	LE 30.7	LE 12
Cairo West Modernization	23.6	4.0	1.3
Hurgada Installation	7.3	1.3	8.1
Microwave Expansion	0.9	0.3	0.2
Commodities	13.3	2.4	--
Contingency	<u>13.5</u>	<u>--</u>	<u>--</u>
	\$ 136.0	LE 42.7	LE 21.6

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