

# REQUEST FOR PROPOSALS

Title of Consulting Services:

on " Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)"

Date: February 7, 2021

Japan International Cooperation Agency  
Egypt Office

## **Section 1. Letter of Invitation**

**Subject: Request for Proposal**

Reference Number: JICA (EG) 2- 03001

Reference Title: Request for Proposal: the Consultancy Services for the "Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)"

Date: February 7, 2021

**Attention: The persons who it may have concern**

The Japan International Cooperation Agency (JICA) Egypt Office now invites proposals to provide the following Consulting Services regarding the "Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)".

More details of the services are provided in the Terms of Reference.

The RFP includes the following documents

- Section 1 - Letter of Invitation (LOI)
- Section 2 - Summary Sheet of the Instruction to Consultants
- Section 3 - Instruction to Consultants (ITC)
- Section 4 - Technical Proposal Forms
- Section 5 - Financial Proposal Forms
- Section 6 - Terms of Reference (TOR)
- Section 7 - Standard Form of Contract (SFC) (*Lump-Sum*)

Sincerely,

Yoshifumi OMURA  
Chief Representative  
JICA Egypt Office

## Section 2. Summary Sheet of the Instructions to Consultants

<b>1. Name of the assignment</b>	Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)
<b>2. Method of selection</b>	QCBS (Quality and Cost Based Selection)
<b>3. JICA's officer in charge</b>	JICA Egypt Office Address: <u>6<sup>th</sup> floor, World Trade Center, 1191 Corniche El Nil St. Boulak, Cairo, Egypt</u> Telephone: <u>02-25748240</u> Facsimile: <u>02-25748243</u> E-mail: Kato.Tomohiro@jica.go.jp Mabroukashraf.EG@jica.go.jp
<b>4. Pre-proposal conference</b>	A pre-proposal conference will be held: No
<b>5. Type of contract</b>	Lump-sum
<b>6. Expressions of Interest (EOI)</b>	Date: 9 February, 2021 Time: 13:00 local time (in Egypt)
<b>7. EOI submission address</b>	same as the above <b>3. JICA's officer in charge (by email)</b>
<b>8. Deadline of request for clarification</b>	7 calendar days before the Proposals' submission deadline <b>Date:</b> 14 February, 2021
<b>9. Proposal submission deadline</b>	<b>Date:</b> 21 February, 2021 <b>Time:</b> 13:00 local time (in Egypt)
<b>10. Proposal submission address</b>	same as the above <b>3. JICA's officer in charge</b>
<b>11. Expected date for the negotiations</b>	23 February, 2021
<b>12. Expected date for the commencement of the Services</b>	24 February, 2021

## Section 3. Instructions to Consultants

### A. General Provisions

- 1. Introduction**      1.1 Consultants are invited to submit a Technical Proposal together with a Financial Proposal for consulting services required for the assignment (hereinafter called the “Proposal”). The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

### B. Preparation of Proposals

- 2. General Considerations**      In preparing the Proposal, the Consultant is expected to examine the Request for Proposal (hereinafter called the “RFP”) in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 3. Cost of Preparation of Proposal**      The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and JICA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. JICA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 4. Language**      The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and JICA, shall be written in English.
- 5. Documents Comprising the Proposal**      The Proposal shall comprise the documents and forms listed below;  
**1<sup>st</sup> Inner Envelope with the Technical Proposal:**  
(1) TECH-1  
(2) TECH-2  
(3) TECH-3  
(4) TECH-4  
(5) TECH-5  
(6) TECH-6  
**2<sup>nd</sup> Inner Envelope with the Financial Proposal:**  
(1) FIN-1  
(2) FIN-2
- 6. Only One Proposal**      The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.
- 7. Proposal**      Proposal must remain valid for 30 calendar days after the Proposal

- Validity** submission deadline.
- 8. Clarification and Amendment of RFP** The Consultant may request a clarification of any part of the RFP no later than 7 calendar days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, which includes facsimile and email transmissions, to JICA's address indicated in **Section 2. Summary Sheet of the Instruction to Consultants**. JICA will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all concerned Consultants. Should JICA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below;
- (1) At any time before the proposal submission deadline, JICA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all concerned Consultants and will be binding on them. The concerned Consultants shall acknowledge receipt of all amendments in writing.
  - (2) If the amendment is substantial, JICA may extend the proposal submission deadline to give the concerned Consultants reasonable time to take an amendment into account in their Proposals.
- 9. Technical Proposal Format and Content**
- 9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details shall be declared non-responsive.
  - 9.2 The Consultant is required to submit a Technical Proposal using the standard forms provided in **Section 4. Technical Proposal Forms**.
- 10. Financial Proposal**
- 10.1 The Financial Proposal shall be prepared using the provided in **Section 5. Financial Proposal Forms**. It shall list all costs associated with the assignment, including (a) remuneration, (b) reimbursable expenses indicated in the Financial Proposal Forms.
  - 10.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract.
  - 10.3 The Consultant shall express the price for its Services in either Egyptian Pounds or US dollars.

## **C. Submission, Opening and Evaluation**

- 11. Submission, Sealing, and Marking of Proposals**
- 11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 5 (Documents Comprising Proposal). The submission can be done by mail or by hand.

- 11.2 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 11.3 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is as stated below;
- (1) **Technical Proposal:** one (1) original and two (2) copies;  
(2) **Financial Proposal:** one (1) original.
- All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 11.4 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, name of the Assignment, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL 21 February, 2021.**”
- 11.5 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 11.6 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE 21 February, 2021**”.
- 11.7 If the envelopes and packages with the Proposal are not sealed and marked as required, JICA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 11.8 The Proposal must be sent to the address and received by JICA no later than the deadline indicated in **Section 2. Summary Sheet of the Instruction to Consultants**, or any extension to this deadline. Any Proposal received by JICA after the deadline may be declared late and rejected, and promptly returned unopened.

## **12. Confidentiality**

From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact JICA on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

## **13. Proposals Evaluation**

- 13.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 13.2 The Consultant is not permitted to alter or modify its Proposal

in any way after the proposal submission deadline. While evaluating the Proposals, JICA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**14. Evaluation of Technical Proposals**

14.1 JICA shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system described below;

- I Consultant's general experience and competence in the field covered by the TOR: 25
  - II Adequacy of the proposed approach, methodology and work plan in responding to the TOR: 35
  - III Experience and records of the staff members to be assigned to the work: 40
    - a) Position 1: Team Leader/ Employment policy: 25
    - b) Position 2: Data analysis/ Employment needs: 15
- Total Points for Three Criteria: 100

14.2 Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score required to pass: 70

**15. Correction of Errors**

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

15.1 If a Time-based Contract form is included in the RFP, JICA will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and JICA shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

15.2 If a Lump-sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

**16. Taxes**

The JICA's evaluation of the Consultant's Financial Proposal shall include taxes and duties in Egypt.

**17. Combined Quality and Cost Evaluation**

(In case of Quality- and Cost-Based Selection (QCBS))

17.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions stated below.

**[Financial Score]**

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

**[Combined Score]**

The weights given to the Technical (T) and Financial (F) Proposals are:

**W1 (T) = 80%** , and

**W2 (F) = 20%**

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (W1 = the weight given to the Technical Proposal; W2 = the weight given to the Financial Proposal; W1 + W2 = 100(%)) as following:  $S = St \times T\% + Sf \times F\%$

17.2 The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**D. Negotiations and Award**

**18. Negotiations**

The negotiations will be held shortly after notification to successful/unsuccessful consultant(s) with the successful Consultant’s representative(s).

**[Technical negotiations]**

18.1 The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, JICA’s inputs, the Conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, in order that the quality of the final product, its price, or the relevance of the initial evaluation may not be affected.

**[Financial negotiations]**

18.2 The financial negotiations will reflect the agreed technical modifications in the cost of the services.

18.3 The financial negotiations will, as necessary, include remuneration rate and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown in the Financial Proposal but without significant alterations.

**19. Conclusion of**

19.1 The negotiations are concluded with a review of the finalized



## **Negotiations**

draft Contract, which then shall be initialled by JICA and the Consultant's authorized representative.

19.2 If the negotiations fail, JICA shall terminate the negotiations informing the Consultant of the reasons for doing so and will invite the next-ranked Consultant to negotiate a Contract.

## **20. Award of Contract**

20.1 After completing the negotiations JICA shall award the Contract to the selected Consultant and promptly notify the other concerned Consultants. Technical Proposals of those consultants who were unsuccessful shall be disposed or returned.

20.2 The Consultant is expected to commence the assignment on the date specified in **Section 2. Summary Sheet of the Instruction to Consultants.**

## Section 4. Technical Proposal Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### Checklist of Required Forms

<b>Form</b>	<b>Description</b>	<b>Page Limit</b>
TECH-1	Technical Proposal Submission Form	<i>N/A</i>
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B. Consultant's Experience	<i>N/A</i>
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>N/A</i>
TECH-4	Work Schedule and Planning for Deliverables	<i>N/A</i>
TECH-5	Personnel Schedule	<i>N/A</i>
TECH-6	Curriculum Vitae (CV) for Key Experts	<i>N/A</i>

## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Representative  
Japan International Cooperation Agency (JICA) Egypt Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services for "Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)" in accordance with your Request for Proposals dated 7 February 2021 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by JICA.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Instructions to Consultants (ITC).
- (c) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected date for the commencement of the Services indicated in the Summary Sheet of the Instruction to Consultants.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

## Form TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

{Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.}

#### A - Consultant's Organization

{Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment, including organizational chart, a list of Board of Directors, and beneficial ownership.}

#### B - Consultant's Experience

{1. List only previous similar assignments successfully completed in the last [.....] years.}  
{2. List only those assignments for which the Consultant was legally contracted by JICA and other similar organizations as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by JICA.}

Duration	Assignment name & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent) / Amount paid to your firm	Role on the Assignment

## Form TECH-3

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

{Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment}

{Suggested structure of your Technical Proposal}

a) **Technical Approach, Methodology, and Organization of the Consultant's team.**

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}

b) **Work Plan and Staffing.**

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by JICA), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the FORM Tech-4 (Work Schedule).}

c) **Comments (on the TOR and on counterpart staff and facilities)**

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by JICA. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-4: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Activity	Months											
		1	2	3	4	5	6	7	8	9	.....	n	

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as JICA’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

### Form TECH-5: PERSONNEL SCHEDULE

N°	Name of Expert / Position	Input of the Personnel												Total person-month input
		1	2	3	4	5	6	7	8	9	10	11	12	
<b>EXPERT(S)</b>														
1														
2														
3														
4														
n														
												Sub-Total		
<b>Other Personnel</b>														
1														
2														
n														
												Sub-Total		

1. For experts the input should be indicated individually; for other personnel it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
2. Months are counted from the start of the assignment.
  - Full time input
  - Part time input

## FORM TECH-6

### CURRICULUM VITAE (CV) FOR EXPERTS

<b>Position Title</b>	{e.g., TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship / Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:**

{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment



**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Expert's contact information:** (e-mail, phone)

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by JICA.

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Name of Expert	Signature	Date{ day/month/year }
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Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date{ day/month/year }
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## **Section 5. Financial Proposal Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2 and 3.

**FIN-1 Financial Proposal Submission Form**

**FIN-2 Breakdown of Remuneration, Reimbursable Expenses and Indirect Local Tax Estimates**

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Representative  
JICA Egypt Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services on "Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)" in accordance with your Request for Proposal dated 7 February 2021 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {indicate the corresponding to the amount(s) currency} {Insert amount(s) in words and figures}, including of all indirect local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

## FORM FIN-2

### BREAKDOWN OF REMUNERATION, REIMBURSABLE EXPENSES AND INDIRECT LOCAL TAX ESTIMATES

{When used for Lump-sum Contract assignment, information to be provided in this Form shall only be used, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-sum Contracts.}

**TOTAL COSTS OF (1), (2) AND (3) : *insert: total estimate cost***

<b>Remuneration</b>					
No.	Name	Position	Person-month Remuneration Rate	Time input in person/month	Cost
	<b>1) Experts</b>				
1					
2					
3					
	<b>2) Other Personnel</b>				
1					
2					
3					
<b>Total of (1)</b>					

<b>Reimbursable Items</b>					
No.	Type of Reimbursable expenses	Unit	Unit Cost	Quantity	Cost
1	{e.g., Per diem allowances}	{Day}			
2	{e.g., national air travel}	{Trip}			
3	{e.g., rent-a-car}	{Day}			
4	{e.g., reproduction of reports}				
5	{e.g., office rent}				
6	{e.g., office supplies}				
7	{e.g., support staff/secretary}				
8	{e.g., seminars/workshops}				
<b>Total of (2)</b>					

<b>Total Costs of (1)+(2)</b>	
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<b>Indirect Local Tax Estimates</b>		
1	{insert type of tax. e.g., VAT or sales tax }	
2	{e.g., income tax on non-resident experts }	
3	{insert type of tax }	
4	{insert type of tax }	
<b>Total Estimate for Indirect Local Tax (3)</b>		

## Section 6. Terms of Reference (TOR)

<b>Project Title:</b>	Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)
<b>Contractual Modality:</b>	National Individual Contract
<b>Duty Station:</b>	Cairo, Egypt
<b>Duration:</b>	90 days
<b>Supervision:</b>	(MOE - Ministry of Environment)
<b>Services Required:</b>	Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)

### Background

Single Use Plastic Bags (SUPB) are heavily consumed in daily activities in Egypt. In most cases, these SUPB are dumped either in the waterway (Nile River or canals) or in the Mediterranean Sea and a lot of unfavourable circumstances are reported (e.g. water blocking and inefficient water irrigation systems, negative impact on living creatures in the sea, etc.).

Plastics have been reported to negatively impact between many species of animals, including birds, fish, turtles, and marine mammals, with a significant portion of such plastics presumably composed of plastic bags. Marine animals sometimes confuse bags for food, which may lead to ingestion, blocking digestive tracts and/or eventual death.

The Egyptian government has embarked on an ambitious strategy for sustainable development for 2030. This is in response for Egypt's commitment towards the implementation of the UN 17 Sustainable Development Goals (SDGs) and fulfilling specifically the Goal 12 for Sustainable Production and Consumption, Goal 14 for life under water, and Goal 15 for life on land.

With a direction from H.E President of Egypt and request from H.E Prime Minister, a national committee for minimization of SUPB use in Egypt was formed with representatives from all concerned ministries and stakeholders and chaired by H.E the Minister of Environment with a main mandate to coordinate and join forces among all national stakeholders for developing a national strategy for minimization of SUPB in Egypt.

In this context, a national baseline study has been conducted by CEDARE (The Centre for Environment and Development for the Arab Region and Europe) and financed by JICA for assessing the current situation of production and consumption of SUPB in Egypt in coordination with the Ministry of Environment, which was concluded with a comprehensive gap analysis and a draft of generic roadmap as a way forward to develop a concrete strategy. The study ended in March 2020.

The study has analyzed the current situation and collected the required information of the SUPB related sector and demonstrated main challenges, a set of solutions and recommendations to be considered for a national strategy for minimization of SUPB in Egypt. These recommendations include establishing policy and regulation measures, technical support for private sector, capacity building and raising awareness, and the development of innovative financing schemes, etc.

In October 2020, a new law for waste management was issued. There is a necessity to review the latest regulations and to develop a country strategy. Meanwhile, there are noticeable efforts by donors in the field of applying 3R on SUPBs. There is a need for demarcation of these efforts. JICA

find it suitable to take the initiative to start a project in the field of reducing the use of SUPB taking into consideration the effect of COVID-19.

### **Main Objective(s):**

The main objectives of this survey are to help JICA to find a suitable project for future cooperation considering pre-conditions and potential obstacles, if any taking into consideration of other possible resources and collaborative partners. This could be achieved through understanding future efforts by different stakeholders, demarcation among these efforts to avoid duplication, understanding the latest regulations, and hence proposing a draft outline of the country strategy for applying 3R on Single Use Plastic Bag (SUPB) in Egypt associated with a proposal for an action plan for implementation and targeting the concerned authorities associated with the necessary conditions for enforcement of the proposed actions, if any. The development of the outline of the strategy will be based on the issued legal regulations and laws and previous initiatives or studies conducted at national level as well as the best practices of similar work at regional and international level in a timely and tailored manner. It is also planned to conduct an assessment of the capabilities of the relevant organizations and define necessary remedial actions in Egypt. The consultant will be assigned to review the new waste management law 202, which was enforced on 13 October 2020, and propose new projects to JICA's cooperation.

### **Scope of Work/ Main Tasks**

It is expected that the assigned consultant will take into consideration the current situation, in terms of data availability, plastic market, private sector participation, available skills, linkages with relevant programmes, financing tools and mechanisms, role of national, regional and international players. The following are the main required tasks under this assignment:

- **Task 1:** Review of the latest regulations (particularly the new law on waste management specifying the role of each party in the sector (the ministry, the manufacturers, the local authorities, etc.)).
- **Task 2:** Collection of available efforts by other donors (GIZ, UNIDO, UNEP) and MOE (particularly the recommendations of the National Committees) and the recommendations to streamline these efforts. The Consultant is expected to make good demarcation of these efforts to help JICA avoid duplication in the future.
- **Task 3:** Conducting case study for the following two cases regarding:
  - **1) Value chain analysis for manufacturing and use of SUPB.** The study may include market analysis on manufacturing and use of SUPB in Egypt, taking into consideration of the effect of COVID-19, and provide qualitative and quantitative analysis on main players along the value chain of SUPB production, gap analysis to identify main challenges and opportunities for minimization of SUPB through its value chain including an analysis on applied technologies/techniques for manufacturing SUPB.
  - **2) Identify alternative(s) suggested for SUPB reduction and recycling in Egypt.** Possible trends for recycling of plastic products with a brief review of the garbage collectors system,

both formal and informal (Zabaleen) and efforts in this field including public/private initiatives. The consultant would conduct resident's awareness survey (e.g. How residents use and throw SUPB)

- **Task 4:** Conducting resource mapping of stakeholders to propose a draft outline of the detailed strategy and action plan to minimize the marine litter issue through reduction of use of SUPB, introducing environmentally friendly alternative materials for SUPB and recycling ideas in Egypt.
- Review international best practices in preparation and development of SUPB reduction strategy in countries with socioeconomic situations similar to Egypt's.
- Draft of the outline of the strategy based on the Data Collection Survey on "Reduction Measures for Single Use Plastic Bags Consumption in Egypt" conducted by CEDARE and financed by JICA in March 2020 and other relevant studies which include but are not limited to main strategic objective, main outcomes, outputs, main activities and roles and responsibilities, required resources, KPIs and monitoring and evaluation
- Suggest an implementation action plan for the proposed strategy with an indicative timeframe
- Propose priority projects necessitating MOE's finance in the field of either reducing the use of SUPB or recycling of plastics.

#### **Estimated No. of Working Days**

The estimated number of working days are 90 days.

#### **Deliverables:**

- Inception report of assignment (first 2 weeks of assignment)
- Interim Report on detailed stakeholders analysis and value chain analysis of SUPB manufacturing and use in Egypt (by week 5 of assignment)
- Draft of the outline of the strategy and action plan for SUPB (by week 10 of assignment)
- Final report including: draft of the outline of the strategy and its action plan and the proposed priority projects to be financed by JICA (by week 13 of assignment )

#### **Qualification requirements:**

The required skills and experience are as follows:

- PhD degree on chemical engineering, environmental science, resource efficiency, cleaner production or similar
- Having national and regional or international experience from pioneer and developing countries on sustainable consumption and production with specific experience in the area of developing national policies, strategies and action plans related to circular economy such as plastic waste minimization would be also assessed.
- Proven professional and technical background on green technologies, market analysis, knowledge of stakeholders and challenges, value chain analysis is important
- Strong research and analytical skills, and ability to quickly grasp ideas and digest complex information, comfortable with technological and scientific disciplines.
- Strong communication skills for national and international dialogue






**Table. Assumed Work Schedule**

The surveys period shall not exceed 90 days from the date of signing the contract with the successful Consultant.

Activity	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13
Preparations (Review and Collection of available data)													
Conducting case study analysis, develop reasonable strategy paper and action plan													
Draft Final Report													
Final Report													

**Notes:**

- 1) Announcement in JICA Homepage and sending to candidate bidders (Sun.) 7 Feb. 2021
- 2) Receiving Expressions of Interest/Comments (Tue.) 9 Feb. 2021
- 3) Deadline for receiving proposals (Sun.) 21 Feb. 2021 (floating time from 7 till 21 Feb. is 10 working days week ends vacations)
- 4) Signing Contract and start work (Wed.) 24 Feb.
- 5) Interim Report (Thu) 25 March 
- 6) Draft Report (Tue.) 4 May 
- 7) Final Report (Mon.) 24 May (end of the study, 90 days) 
- 8) Final Payment (Mon.) 31 May 2021.

\*The leader and leader assistant(s) will work temporally but not full time because of his/her high expertise and long experience. The leader will bear securing the quality of the Final Report. The Team Leader Assistants are for: 1) Study detailed implementation and supervision; 2) Study Technical information and 3) Study legal information.

## Section 7.

### Form of Contract

#### CONTRACT FOR CONSULTANT'S SERVICES (Lump-Sum)

**Project Name:** "Data Collection Survey towards tackling marine litters in Egypt through applying 3R on Single Use Plastic Bags (SUPB)"

between

Japan International Cooperation Agency Egypt Office  
and  
*[insert: name of the consultant]*

**Dated:** \_\_\_\_\_

This CONTRACT (hereinafter called the "Contract") is made the *[insert: number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Japan International Cooperation Agency (JICA) Egypt office* (hereinafter called the "Client") and, on the other hand, *[insert: name of the Consultant]* (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Conditions of Contract;
  - (b) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Breakdown of Contract Price
    - Appendix C: List of Experts
    - Appendix D: Technical Proposals

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Japan International Cooperation Agency (JICA) Egypt Office

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Yoshifumi Omura  
Chief Representative  
Japan International Cooperation Agency (JICA) Egypt Office

For and on behalf of *[insert: name of the Consultant]*

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*[insert: Authorized Representative of the Consultant – name and signature]*

# Conditions of Contract

## A. General Provisions

1. **Law Governing Contract** The law that applies to the Contract is the law of Egypt.
  
2. **Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
  
3. **Communications** Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in **Clause 2** above. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows;  
A Party may change its address for notice hereunder by giving the other Party any communication of such change.  
**For the Client**  
Address: World Trade Center 6<sup>th</sup> floor, 1191 Corniche El Nile St.  
Boulak, Cairo  
Attention: Mr. Kato.Tomohiro, Mr. Ashraf El-Abd  
Telephone: +20(2)25748240  
Facsimile: +20(0)25748243  
E-mail: Kato.Tomohiro@jica.go.jp and Mabroukashraf.EG@jica.go.jp  
**For the Consultant**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_
  
4. **Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows;  
**For the Client: Yoshifumi Omura, Chief Representative, JICA Egypt Office**  
**For the Consultant: [insert: name, title]**

## B. Modification and Termination of Contract

5. **Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
  
6. **Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other

Party.

## 7. Force Majeure

- 7.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 7.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.
- 7.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 7.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 7.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

## 8. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

## 9. Termination

This Contract may be terminated by either Party as per provisions set up below:

- 9.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client

shall give at least thirty (30) calendar days' written notice of termination to the Consultant:

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
- 9.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- 9.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) Payment for Services satisfactorily performed prior to the effective date of termination;
  - (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
  - (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

## **C. Obligations of the Consultant**

### **10. General**

10.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

10.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

### **11. Confidentiality**

Except with the prior written consent of the Client, the Consultant shall not at any time, even after the completion of the Services, communicate to any person or entity any confidential information acquired in the course of the Services.

12. Reporting Obligations      The Consultant shall submit to the Client the reports and documents specified in **Appendix A (Terms of Reference)**, in the form, in the numbers and within the time periods set forth in the said Appendix. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof.
13. Inspection                      13.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within 5 working days after receiving them.  
13.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.  
13.3 Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.
14. Liability of the Consultant      The Consultant shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Consultant during or in connection with the Services, caused by intentional or negligent act of the Consultant.
15. No Replacement of Experts      Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

#### **D. Payment to the Consultant**

16. Contract Price                      16.1 The Contract price is fixed and is set forth in **Appendix B (Breakdown of Contract Price)**.  
16.2 Any change to the Contract price can be made only if the Parties have agreed to the revised scope of the Services and have amended in writing the Terms of References in Appendix A.
17. Currency of Payment              Any payment under this Contract shall be made in EGP or USD.
18. Terms and Conditions of Payment      18.1 The total payments under this Contract shall not exceed the Contract prices set forth in Appendix B.  
The final payment of *[insert: amount]* under this Clause shall be made only after the final report and a final invoice have been submitted by the Consultant and approved as satisfactory by the Client.  
18.2 All payments under this Contract shall be made to the accounts of the Consultant specified as follows:  
*[insert: account]*.

#### **E. Fairness and Good Faith**

19. Good Faith                      The Parties undertake to act in good faith with respect to each other's

rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **F. Settlement of Disputes**

### **20. Amicable Settlement**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 21 shall apply.

### **21. Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 20 shall be submitted to settlement proceedings under the laws of the Client's country.



# **Appendices**

## **Appendix A – Terms of Reference**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]*

*[Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-4 in the Consultant's Proposal.]*

## **Appendix B – Breakdown of Contract Price**

*[Insert a table based on Form TECH-5 of the Consultant's Technical Proposal and finalize at the Contract's negotiations.]*

## **Appendix C – List of Experts**

*[Insert: a table based on Form TECH-5 of the Consultant's Technical Proposal and finalized at the Contract's negotiations.]*

## **Appendix D – Technical Proposal**

*[Attach Technical Proposal submitted by the Consult<>ant.]*