

REQUEST FOR PROPOSALS

Title of Consulting Services:
*“Data Collection Survey on Status and
Potential of Hydrogen Energy in Egypt”*

11 November 2021

Japan International Cooperation Agency
Egypt Office

Section 1. Summary Sheet of the Instructions to Consultants

1. Name of the assignment	Data Collection Survey on Status and Potential of Hydrogen Energy in Egypt
2. Method of selection	QCBS (Quality and Cost Based Selection)
3. JICA's officer in charge	<p>Mrs. Nevine Zaky – Chief Program Officer Mrs. Yasmin Afifi – Program Officer</p> <p>JICA Egypt Office Address: <u>6th floor, World Trade Center, 1191 Corniche El Nil St. Boulak, Cairo, Egypt</u> Telephone: <u>02-25748240</u> Facsimile: <u>02-25748243</u> E-mails: <u>ZakyGhalySalem-Navine@jica.go.jp</u> <u>Yasmin-Afifi@jica.go.jp</u></p>
4. Pre-proposal conference	A pre-proposal conference will be held: No
5. Type of contract	Lump-sum Contract
6. Expressions of Interest (EOI)	Date: 17 November 2021 Time: 12 pm CLT
7. Deadline of request for clarification	Date: 21 November 2021 Time: 12 pm CLT
8. Proposal submission deadline	Date: 2 December 2021 Time: 12 pm CLT
9. Proposal submission address	Same as the above 3. JICA's officer in charge
10. Expected date for the negotiations	9 December 2021
11. Expected date for the commencement of the Services	16 December 2021

Section 2. 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;
1st Inner Envelope with the Technical Proposal:
(1) TECH-1
(2) TECH-2
(3) TECH-3
(4) TECH-4
(5) TECH-5
(6) TECH-6
2nd 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 Validity** Proposal must remain valid for 30 calendar days after the Proposal submission deadline.
- 8. Clarification and Amendment of RFP** The Consultant may request a clarification of any part of the RFP no later than **10 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 shortlisted 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 shortlisted Consultants and will be binding on them. The shortlisted 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 shortlisted 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 standard forms 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 Egyptian Pounds.

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 hard and soft copies is as stated below;
- (1) **Technical Proposal:** one (1) original and two (2) copies.
 - (2) **Financial Proposal:** one (1) original.
 - (3) Three (3) soft copies of each of the Technical Proposal and one of the Financial Proposals, each hard copy to be inserted together with its equivalent soft copy (CD).
- 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 DECEMBER 2, 2021.**”
- 11.5 Similarly, the original and soft copy of the 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 DECEMBER 2, 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 1. 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: 20
 - 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: 45
 - a) Position 1: *Team Leader*: 21
 - b) Position 2: *Energy Specialist 1 (Technical)*: 12
 - c) Position 3: *Energy Policy Specialist 1*: 12
- 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** 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:
 $S = St \times T\% + Sf \times F\%$
- (In case of Quality- and Cost-Based Selection (QCBS))
- 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 Negotiations

19.1 The negotiations are concluded with a review of the finalized 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 shortlisted 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 1. Summary Sheet of the Instruction to Consultants.**

Section 3. Technical Proposal Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

Form	Description	Page Limit
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 Agency (JICA) Egypt Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “*Data Collection Survey on Status and Potential of Hydrogen Energy in Egypt*” in accordance with your Request for Proposals dated 11 November 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
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of;}	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

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	Weeks											
		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- week input
		1	2	3	4	5	6	7	8	9	10	11	12	
EXPERT(S)														
1														
2														
3														
4														
n														
													Sub-Total	
Other Personnel														
1														
2														
n														
													Sub-Total	

- 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.).
- weeks are counted from the start of the assignment.
 -  Full time input
 -  Part time input

FORM TECH-6

CURRICULUM VITAE (CV) FOR EXPERTS

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

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

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
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

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

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.

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 4. 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 for “*Data collection Survey for Status and Potential of Hydrogen Energy in Egypt*” in accordance with your Request for Proposals dated 11 November 2021 and our Technical Proposal.

Our attached Financial Proposal is for the amount of **xxxx**, 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*

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

Reimbursable Items					
	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}				
Total of (2)					

Total Costs of (1)+(2)	
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Indirect Local Tax Estimates		
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}	
Total Estimate for Indirect Local Tax (3)		

Section 5. Terms of Reference (TOR)

Terms of Reference (TOR) Survey on Status and Potential of Hydrogen Energy in Egypt

Introduction:

As the world continues to face the challenge of climate change, increasing number of countries are making commitments for decarbonization of their economies, which will require a number of actions in different economic sectors. Japan has also pledged carbon neutrality by 2050 and is taking the challenge to reduce its gas emissions.

Such energy transformation is expected to require a greater shift from fossil fuel to renewables such as wind and solar besides more energy efficiency applications in both the supply side and demand side. Towards this, the Hydrogen energy has emerged as a possible solution for storage in support of variable renewable energy, a flexible way to decarbonize transportation and displace the use of natural gas for heating as well as replace fossil fuels in industry.

Amid such international interest and attention to this new source of Energy, In Egypt, a Prime Minister decree was issued in December 2020, to formulate a Hydrogen working group led by the Ministry of Electricity and Renewable Energy which concluded in August 2021 the need for Egypt to formulate a national strategy for Hydrogen; currently under preparation to launch in order to understand the country's expected potential, the expected targets and the action plan for the future.

Egypt is also seeking cooperation and partnership with other countries in this field and has signed two Memorandums of Understandings with DEMI (Belgium), ENI (Italy), in addition to an investment partnership with SIEMENS through a pilot project as a private investor. Also, MOERE has expressed interest to cooperate with JICA for capacity development in this field.

In light of the above, it is required to understand the current status of development of hydrogen energy in Egypt as well as the road map for the way forward including potential collaboration with Japan.

2. Purpose of the Survey:

The purpose of the survey is to understand the current status and challenge of development of hydrogen energy in Egypt as well as recommend priorities of actions and potential cooperation with JICA by analyzing the status of various kinds of hydrogen development/production in Egypt including actions taken/planned as well as key stakeholders with their capacity development requirements and the way forward in terms of the required infrastructure, policy, legal and regulatory framework, governance, and market arrangements

3. Scope of Services:

3.1 Target Organizations:

Main counterpart of the Survey is the Ministry of Electricity and Renewable Energy in Egypt. However, the Consultant is expected to cover the required services through discussion with all relevant stakeholders including Ministry of Petroleum, Ministry of Industry, Ministry of Environment, Ministry of Water Resources and the Electricity/Gas Regulators, etc. In addition to other development partners from the view point of exchanging information and avoiding duplication

3.2 Survey Period:

The survey period is 10 weeks from the duration of contract signing.

3.3 Survey Items and Methods

The survey report will describe the results of the following survey items through desk review/interviews.

- 3.3.1 Analyze the current situation of various kinds/forms of the hydrogen energy development in Egypt and the market prospects for hydrogen both blue and green including their derivatives such as ammonia, including the activities undertaken and planned in the future and challenges that Egypt may face in the future when developing Hydrogen industry
- 3.3.2 Survey the comparative advantages of Egypt in hydrogen production considering other potential competitors in the region and potential linkage/cooperation with Japan.
- 3.3.3 Identify the key stakeholders for hydrogen energy in Egypt including, their expected roles/mandates, numbers of staffs and capacity development requirements.
- 3.3.4 Detail the key requirements to further advance the preparation for hydrogen energy in Egypt including infrastructure arrangements, policy issues, legal and regulatory framework, governance structures, accreditation, international certification, pricing, methods of storage and transport, export, potential of being Hub for Europe and national/international market regulations and recommend priorities of such actions.
- 3.3.5 Report on cooperation with other international development partners, competence of Japan and potential programs of cooperation with JICA in the short term (3-5 years) in light of the key aspects of Japanese experience and JICA assistance schemes.

4. Team Composition/Qualifications:

- a. Team Leader (around 10 years' experience in the related field including knowledge of current situation of the Hydrogen Sector in the World. Knowledge about Hydrogen in Japan will be an advantage)
- b. Energy Specialist 1 (Technical): (more than 7 years' experience in the related field)
- c. Energy Policy Specialist 1: (more than 7 years' experience in the related field)

The applicants can propose any other expertise and assistants; however, it should be recognized that proposed price is one of the Evaluation Indicators.

5. Reporting Requirements and estimated schedule:

The Reporting Requirements are as follows: - The report size should be A4 size, and should be written in English with executive summaries. The Consultant should submit three (3) hard copies of the Final Report, and soft data.

The schedule of the survey is tentatively as follows:

December 16: Contract signing.

December 23th: Inception Report (2 hard copy – 1 soft copy)

February 22nd: Draft Final Report (2 hard copy – 1 soft copy)

March 1st: Final Report (3 hard copies and soft data)

-END-

Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES (Lump-Sum)

Project Name: Data Collection Survey on Status and Potential of Hydrogen Energy in Egypt

between

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

Dated: _____

This CONTRACT (hereinafter called the "Contract") is made the **XX of the Month of December** 2021, 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

Mr. OMURA Yoshifumi
Chief Representative
Japan International Cooperation Agency (JICA) Egypt Office

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

[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 Arab Republic 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 6th floor, 1191 Corniche El Nile St.
Boulak, Cairo
Attention: **Mrs. Nevine Zaky – Chief Program Officer**
Mrs. Yasmin Afifi – Program Officer
Telephone: +20(2)25748240
Facsimile: +20(0)25748243
E-mail: ZakyGhalySalem-Navine@jica.go.jp; Yasmin.Afifi@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: Mr. OMURA Yoshifumi, 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 all of the reports and documents on or before **March 1st 2022** in the form, in the numbers specified in **Appendix A (Terms of Reference)**. 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 total amount of the Contract price is fixed and 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 Egyptian Pounds.
- 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 Partial Payment(s) shall be made based on itemized invoices only after each deliverable specified below has been submitted and approved as satisfactory by the Client.

- a. 1st partial payment of 10% of total contract price shall be made for approved *Inception Report*, after (1) week from the beginning of survey works.
- b. 2nd and last partial payment (of the remaining amount of the total contract price) shall be made for approved *final report*.

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 Consultant.]