

REQUEST FOR PROPOSALS

Title of Consulting Services:
JICA NGO Japan Desk Advisor for
JICA Egypt Office

Date: February 26, 2023

Japan International Cooperation Agency
Egypt Office

Section 1. Letter of Invitation

Subject: Request for Proposal

Reference Number: JICAEG第202302260001号

Reference Title: JICA NGO Japan Desk Advisor for JICA Egypt Office

Date: February 26, 2023

Attention: Mr./Ms. *The person who may have concern*

The Japan International Cooperation Agency (JICA) Egypt Office now invites proposals to provide the following consulting services: JICA NGO Japan Desk Advisor for JICA Egypt Office. More details of the services are provided in the Terms of Reference.

It is not permissible to transfer this invitation to any other firm.

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,



Kato Ken
Chief Representative
JICA Egypt Office

Section 2. Summary Sheet of the Instructions to Consultants

1. Name of the assignment	JICA NGO Japan Desk Advisor for JICA Egypt Office
2. Method of selection	QCBS (Quality and Cost Based Selection)
3. JICA's officer in charge	OKUBO Kyoko Senior Representative JICA Egypt Office Address: <u>6th floor, World Trade Center, 1191 Corniche El Nil St. Boulak, Cairo, Arab Republic of Egypt</u> Telephone: +20 2 2574 8240/41/42 E-mail: <u>jicaeg-recruit@jica.go.jp</u>
4. Pre-proposal conference	A pre-proposal conference will be held: Yes _____ No <input checked="" type="checkbox"/>
5. Type of contract	Lump-sum
6. Deadline of request for clarification	Seven (7) calendar days before the Proposals' submission deadline
7. Proposal submission deadline	Date: March 14, 2023 Time: 15:00 Local Time in Egypt
8. Proposal submission address	same as the above 3. JICA's officer in charge
9. Expected date for the negotiations	March 23, 2023
10. Expected date for the commencement of the Services	April 1, 2023

Section 3. Instructions to Consultants

A. General Provisions

- 1. Introduction** 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
- 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 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 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 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**
- 11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with

Marking of Proposals

- 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
(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 15:00, MARCH 14, 2023."
- 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 15:00, MARCH 14, 2023".
- 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:40
 - II Adequacy of the proposed approach, methodology and work plan in responding to the TOR:60
- 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.
- Lump-Sum Contracts** 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 *Arab Republic of 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:
- (In case of Quality- and Cost-Based Selection (QCBS))

W1 (T) =70%, and

W2 (F) =30%

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 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 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

Form	Description	Page Limit
TECH-1	Technical Proposal Submission Form	N/A
TECH-2	Consultant's Experience	5
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	5
TECH-4	Curriculum Vitae (CV) for Expert	5

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 JICA NGO Japan Desk Advisor for JICA Egypt Office in accordance with your Request for Proposals dated February 16,2023 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 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 an organization. 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**

{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. Please do not repeat/copy the TOR in here.}

b) **Work Plan**

{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.

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

CURRICULUM VITAE (CV) FOR EXPERT

Position Title	
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship / Residence	

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}
----------------	-----------	----------------------

Name of authorized Representative of the Consultant (the same who signs the Proposal) {This part is not needed to be fill in case of individual consultant}	Signature	Date{day/month/year}
--	-----------	----------------------

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 for JICA NGO Japan Desk Advisor for JICA Egypt Office in accordance with your Request for Proposal dated February 16,2023 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 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) AND (2) : {insert: total estimate cost}

Remuneration					
No.	<i>Name</i>	<i>Position</i>	<i>Person-month Remuneration Rate</i>	<i>Time input in person/month</i>	<i>Cost</i>
	1) Experts				
1					
Total of (1)					

Indirect Local Tax Estimates		
1	{insert type of tax. e.g., VAT or sales tax}	
Total Estimate for Indirect Local Tax (2)		

Section 6. Terms of Reference (TOR)

1. BACKGROUND

A growing numbers of Japanese NGOs, local government, university and private corporation who are actively working for economic and social issues in developing countries. As they are good partners for JICA, JICA would like to strengthen collaboration with them.

2. SCOPE Of SERVICE

- (1) Support effective and smooth implementation of JICA projects in Egypt by promoting collaboration with Japanese NGO, local government, university, student and private corporation etc. (herein referred as “Japanese NGOs”)
- (2) Support JICA supported projects and activities to be implemented in Egypt by Japanese NGO, local government, university and private corporation etc. such as follows;
 - 1) Consultation and provision of related information, introduction of concerned institutions/persons to Japanese NGOs
 - 2) Coordination with Egyptian Ministries/authorities concerned related to the project by Japanese NGOs
 - 3) Plan and implement necessary training for Japanese NGOs operating in Egypt if necessary
- (3) Make and update a handbook for Japanese NGOs in Japanese (useful information for operating in Egypt, such as basic data on Egypt, sectoral information and development needs in Egypt, NGOs in Egypt and their activities, required procedures of NGO registration in Egypt etc.)
- (4) Upload above information on JICA website for dissemination
- (5) Make a plan how to support Japanese NGOs to collaborate with JICA in Egypt and implement it.
- (6) Accept visitors from Japanese NGOs, universities and local governments for briefing, answering to their inquiries and making necessary arrangements on site-visits of JICA’s projects and volunteers.
- (7) Plan and implement events on information sharing for strengthening relationship and collaboration between JICA Egypt office and Japanese NGOs
- (8) Provide /share Japanese NGO related information in the Office
- (9) Making record to support Japanese NGOs and quarterly report on the Desk activities
- (10) Plan and manage the budget for the activity by NGO-JICA Japan Desk
- (11) Others to be requested by the JICA Egypt Office

3. NUMBER OF EXPERT

One Consultant.

4. CONTRACT PERIOD

The Contract starts from April 1st, 2023 to March 31st, 2024.

5. DELIBERABLES

The Consultant shall submit one copy of a monthly report written in English on the last day of each month except the final report. The final report shall be submitted before the last day of the Contract. The size of the report is A4 both in print and electric file. The Client inspect it within 14 business days and pays monthly payment after completion of the inspection. The monthly report shall contain the Consultant’s outputs or achievements of his activities in designated period.

6. WORKING PLACE

The Consultant works at the Client’s office located on the 6th floor, World Trade Center, 1191 Cornish Nile Street, Boulak, Cairo, Arab Republic of Egypt. Consultant can also work outside of the Client’s office such as hotels, ministries or organizations of Egyptian government when the Client directs. Furthermore, the Consultant can conduct a business trip when the Client requires based on 2. SCOPE of WORK. The Client pays necessary per-diem, accommodation and transportation fee for the business trip. In case the Client requests the Consultant to work at his residence due to any special reasons, the Consultant shall work at his residence.

7. SERVICE PROVIDING HOUR

The working hour of the Client is from 8:30 to 16:30, from Sunday to Thursday. The Consultant is required to provide abovementioned services to the Client within the working hours of the Client.

8. OFFICE EQUIPMENT

The Client lends the Consultant office equipment which the Consultant needs to use for his service, such as personal computer with necessary OS, software, screen, a keyboard and a mouse, a mobile phone, a card key to enter to the office space. The Clients also provides stationaries and name cards.

End

Section 7. Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES (Lump-Sum)

Project Name: JICA NGO Japan Desk Advisor

between

**Japan International Cooperation Agency Egypt Office
and**

[insert: name of the consultant]

Dated: _____

This CONTRACT (hereinafter called the "Contract") is made the First day of the month of April, 2023, 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

KATO Ken
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: 6th floor , World Trade Center,1191 Corniche El Nil
St.,Boulak,Cairo, Arab Republic of Egypt

Attention: _____

Telephone: _____

E-mail: _____

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: Senior 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 on the last day of every month till March 31,2024 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 14 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 Egyptian Pound.
- 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.
Lump-sum installment Payment(s)
The Lump-sum instalment Payment(s) shall be made only after each deliverable specified below and an invoice have been submitted 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; 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 FIN-2 of the Consultant's Technical Proposal and finalize at the Contract's negotiations.]

Appendix C – List of Experts

Appendix D – Technical Proposal

[Attach Technical Proposal submitted by the Consultant].