# REQUEST FOR PROPOSALS

## Title of Consulting Services:
## Legal Specialist

Date: 15 October, 2026

Japan International Cooperation Agency
Egypt Office

# Section 1. Letter of Invitation

**Subject: Request for Proposal**
Reference Number: JICA(EG)XXX
Reference Title: Legal Specialist
Date: 1 October 2026

**Attention: To whom it may concern**

The Japan International Cooperation Agency (JICA) Egypt Office now invites proposals from Legal Firms to provide the following consulting services: Legal Specialist. 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,

_____

EBISAWA Yo
Chief Representative
JICA Egypt Office

# Section 2. Summary Sheet of the Instructions to Consultants

| | |
|---|---|
| **1. Name of the assignment** | Legal Specialist |
| **2. Method of selection** | QCBS (Quality and Cost Based Selection) |
| **3. JICA's officer in charge** | Ms. Asuka SHIBUYA<br>JICA Egypt Office<br>Address: 6th floor, World Trade Center, 1191 Corniche El Nil St. Boulak, Cairo, Arab Republic of Egypt<br>Telephone: +20 2 2574 8240/41/42<br>E-mail: eg_oso_rep@jica.go.jp |
| **4. Pre-proposal conference** | A pre-proposal conference* will be held: Yes_____ No__✔__<br><br>* A meeting to provide clarifications on the RFP and TOR and to answer questions from prospective Consultants. |
| **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:** 5 November 2026<br>**Time:** 15:00 Local Time in Egypt<br>No late submissions will be accepted |
| **8. Proposal submission address** | same as the above **3. JICA's officer in charge** |
| **9. Interviews** | **Date:** 9 November 2026 |
| **10. Expected date for the negotiations** | 18 November 2026 |
| **11. Expected Contract period of the Services** | From 1 December 2026 to 31 March 2027<br><br>This Contract is scheduled to expire on 31 March 2027 in line with Japanese fiscal year. Taking into account the Consultant's performance under this Contract and JICA's operational requirements, JICA may consider entering into a separate contract for a subsequent period, subject to the availability of budget and the completion of the necessary procurement and approval procedures. |

# 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**

15.1 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

15.2 The Consultant may propose up to three (3) candidates for the position of Legal Specialist. A separate CV shall be submitted for each candidate. The Consultant shall clearly indicate the order of preference of the proposed candidates, identifying one candidate as the first-ranked candidate.

15.3 The Consultant shall submit a personnel replacement plan, both routine and ad-hoc basis, describing the procedures and

arrangements for the replacement of the proposed Legal Specialist during the contract period.

The plan shall address, at a minimum:

(1) replacement requested by the Consultant, including triggers and conditions of replacement, the Consultant's procedures and timeline including prior notice periods, transition arrangements, and measures to ensure continuity of services; and

(2) replacement requested by JICA, including triggers and conditions of replacement, the Consultant's procedures and timeline including prior notice periods, transition arrangements, and measures to ensure continuity of services.

The plan shall confirm that any replacement candidate possesses qualifications, experience, and language capabilities equal to or superior to those of the originally proposed Legal Specialist, and that any replacement shall be subject to JICA's prior written approval.

**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 60 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 proposal 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) on the JICA Egypt Office website. 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 posted on the JICA Egypt Office website and shall become effective upon such posting.

(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**

9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details shall be declared non-responsive.

**Format and Content**

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 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 (3) 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 15:00, 5 NOVEMBER 2026**."

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, 5 NOVEMBER 2026**".

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 (Including Interview) 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 **Understanding of the Assignment and Consultant's Organizational Capability**: 70

- Understanding of the Assignment and JICA's Operational Environment
- Experience in providing legal services to international organizations, development agencies, and Japanese companies
- Relevant expertise and organizational support capability of the law firm

II **Qualifications and Competency of the Proposed Legal Specialist**: 30

- Qualifications, Experience, and Legal Expertise of the Proposed Legal Specialist
- Communication, problem-solving, and task management skills
- Suitability for the assignment as demonstrated through the CV and interview

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. Interview**

17.1 JICA will conduct an interview with each Consultant as part of the technical evaluation process. The interview is scheduled to be held on 9 **November 2026 at JICA Egypt Office**.

17.2 The interview will be conducted to assess the Consultant's understanding of the assignment, familiarity with JICA's operational environment, relevant experience, communication skills, and overall suitability for the assignment. Consultants are recommended to take the most suitable candidate of Legal Specialist to this interview.

17.3 The final Technical Score shall be determined based on the combined evaluation of the Technical Proposal and the Interview, in accordance with the evaluation criteria and scoring methodology set out in the RFP.

17.4 Only those Consultants who achieve the minimum Technical Score required to pass shall be considered for the Financial Evaluation.

17.5 The interview shall be conducted only with the first-ranked candidate identified by the Consultant in its Proposal. In the event that the first-ranked candidate becomes unavailable or is deemed unsuitable, JICA reserves the right to request an interview with the next-ranked candidate.

**18. Combined Quality and Cost Evaluation**

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

18.1 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 x 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 x T% + Sf x F%

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

## D. Negotiations and Award

**19. Negotiations**

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

**[Technical negotiations]**

19.1 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]**

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

19.3 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.

**20. Conclusion of Negotiations**

20.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by JICA and the Consultant's authorized representative.

20.2 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.

**21. Award of Contract**

21.1 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.

21.2 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 Organization and Experience | 5 |
| TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 5 |
| TECH-4 | Curriculum Vitae (CV) for Candidate Legal Specialist | 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 Legal Specialist in accordance with your Request for Proposals dated 15 October 2026 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 Law firm, including its organizational structure, areas of legal expertise, and professional capabilities, together with an outline of the Law Firm's recent legal advisory experience that is most relevant to the assignment. In the case of a joint venture, the same information shall be provided for each partner law firm. For each relevant engagement, the outline should indicate the duration of the assignment, the contract amount (total and, where applicable, the portion attributable to the Law Firm in the case of a joint venture or a sub-consultancy arrangement), and the Law Firm's role and scope of services provided.}

## A - Consultant's Organization

{Provide here a brief description of the background, organizational structure, and areas of legal expertise of your Law Firm and, - in the case of a joint venture - of each participating Law Firm for this assignment. The information should include an organizational chart, a list of partners and/or directors, and details of the beneficial ownership of the Law Firm.}

## B - Consultant's Experience

{1. List only legal services assignments of a similar nature that have been successfully completed in the last 3 years.}
{2. List only those assignments for which the Law Firm was legally engaged by JICA and other similar organizations and/or assignments of similar nature as a contracting law firm or as a member of consortium, joint venture, or association established for the provision of legal services. Assignments performed by individual lawyers in their personal capacity or through other law firms cannot be claimed as the relevant experience of the Law Firm or it's consortium/Joint venture members, but can be included in the individual lawyer's CV. The Law Firm should be prepared to substantiate the experiences claimed by providing copies of engagement letters, contracts, references, or other relevant supporting documents upon request 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 | {e.g., municipality | {e.g., US$0.2 mil/US$0.2 mil} | {e.g., sole Consultant} |

| 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 |
|---|---|---|---|---|
| | government.....” : drafted secondary level regulations on.....} | of....., country} | | |

# 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***.
{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

## CURRICULUM VITAE (CV) FOR CANDIDATE LEGAL SPECIALIST

| | |
|---|---|
| **Position Title** | {e.g., TEAM LEADER} |
| **Name of Legal Specialist:** | {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}

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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.<br>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…<br><br>For references: Tel……/e-mail……;<br>Mr. Hbbbbb, deputy minister] | | |
| | | | |
| | | | |

**Membership in Professional Associations and Publications:**

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

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**Legal Specialist'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.

| Name of Legal Specialist | Signature | Date {day/month/year} |
|---|---|---|

| Name of authorized Representative of the Consultant (the same who signs the Proposal) | 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 Legal Specialist in accordance with your Request for Proposal dated 15 October 2026 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}*

| **Remuneration** | | | | | |
|---|---|---|---|---|---|
| No. | *Name* | *Position* | *Person-month Remuneration Rate* | *Time input in person/month* | *Cost* |
| | **1) Legal Specialist** | | | | |
| 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 (3)** | |

# Section 6. Terms of Reference (TOR)

## 1. Background

The JICA Egypt Office requires close and continuous legal support to ensure full compliance with Egyptian laws and regulations and to facilitate its operations and cooperation activities with governmental, non-governmental counterparts and private sector.

JICA is seeking an "in-house style" Legal Specialist seconded by a law firm and seamlessly integrated into JICA's daily operations. The Secondee is expected to receive necessary support and assistance from its Law Firm across various areas of practice.

The ideal candidate will not merely provide passive legal advice but will proactively drive, manage, and resolve a wide range of legal matters, including contractual, regulatory, labor, tax, administrative, corporate, and litigation-related issues. The Legal Specialist will also serve as the primary liaison with JICA's retained external legal counsel.

## 2. Objectives of the Assignment

The objective of this assignment is to provide comprehensive legal advisory and support services through on-site, face-to-face interaction and seamless collaboration within the JICA Egypt Office to:

- Ensure timely compliance with applicable Egyptian laws and regulations including but not limited to labor, social insurance, tax, administrative, contractual, and other laws and regulations relevant to JICA's operations in Egypt;
- Proactively identify, mitigate, and manage legal and operational risks associated with JICA's daily activities;
- Lead the timely preparation, review, negotiation, and management of legal documents and agreements;
- Proactively facilitate communication and representation with external counsel, governmental, non-governmental entities and private sector.
- Plan, implement and report any other legal or compliance matter directed by JICA management to ensure compliance of JICA Egypt office to meet applicable Egyptian laws and regulations;

## 3. Scope of Services, Tasks (Components) and Expected Deliverables

### 3.1 Legal Review and Advisory Services

The Legal Specialist shall apply their independent and advanced legal expertise to act as a **proactive driver** for resolving legal challenges and cases, rather than a passive advisor. The Legal Specialist shall execute the following services: Review and analyze legal documentation, including but not limited to:

- ✓ **End-to-End Handling of Contractual Processes:** Beyond simply reviewing requested documents (employment, procurement, service contracts, MoUs, leases, etc.), the Legal Specialist shall understand JICA's operational objectives to draft, revise, and finalize robust contracts.
- ✓ **Providing Proactive Solutions and Alternatives:** Instead of merely pointing out legal risks, the Legal Specialist shall propose concrete, actionable, and risk-mitigated legal alternatives to ensure JICA's operations proceed smoothly.
- ✓ **Leading Contract Negotiations:** When required, the Legal Specialist shall directly participate in or lead negotiations with counterparts (government/private sector

entities, vendors, and other partners) to secure JICA's legal position.

**3.2 Legal Documentation and Compliance Support**

- ✓ **One-Stop Response to Internal Inquiries:** While present at the JICA office, the Legal Specialist shall handle and manage various legal inquiries from internal departments, providing immediate assessment and guidance.
- ✓ **Initiating Preventive Legal Measures:** The Legal Specialist shall proactively monitor operational processes to identify potential legal liabilities (e.g., labor practices, procurement procedures) and propose preventive actions to relevant departments.
- ✓ Internal Rules and Compliance Framework**:** The Legal Specialist shall support the development, review, implementation, management, and explanation of internal rules, policies, procedures, and compliance-related documents, as necessary, to ensure consistency with applicable laws and regulations and JICA's operational requirements.

**3.3 Direct Management of External Counsel and Government Liaison**

- ✓ **Directing External Law Firms:** The Legal Specialist shall serve as JICA's primary focal point for managing external law firms handling litigation or providing regular retainer services. The Legal Specialist is expected to evaluate external counsel's strategies and actively coordinate JICA's response.
- ✓ **Facilitating Administrative Procedures:** The Legal Specialist shall directly coordinate with Egyptian government authorities to manage, follow up, and resolve issues related to permits, licenses, registrations, and approvals.

**3.4 Legislative Impact Analysis**

- ✓ The Legal Specialist shall monitor and analyze new or amended laws, decrees, and regulations relevant to JICA’s operations in Egypt, particularly those relating to labor and social insurance, taxation, civil and commercial transactions, administrative procedure, procurement, contracts, and the legal framework applicable to international organization. Rather than providing mere summaries, the Legal Specialist shall assess the specific operational impacts on JICA's projects and office management, and propose concrete action plans to JICA management.

**4. Expected Deliverables**

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 report shall be submitted electronically in A4 electric format. The Client shall inspect it within 10 business days of receipt. Monthly payment shall be made upon satisfactory completion of the inspection.

In addition, the Consultant shall deliver the following outputs as required, within the scope of the monthly retainer:

1. Timely verbal or written legal advice, opinions, and notes responding to internal inquiries.
2. Drafted and finalized contracts, MoUs, and template agreements.
3. Regulatory update reports with operational impact analysis for JICA.
4. Coordination and status reports on external counsel and ongoing litigation.
5. Progress and coordination reports regarding licenses and permits.

**5. Qualification Requirements**

The Consultant and the proposed Legal Specialist shall possess the following qualification requirements:

**5.1 Qualifications of the Consultant (Law Firm)**

- ✓ **Organizational Affiliation and Resources**: The Consultant shall be a law firm duly established and operating in Egypt and shall have access to the legal expertise and resources necessary for the performance of this assignment.
- ✓ **Organizational Background**: The Consultant shall have proven experience providing legal services to international development agencies, donor-funded projects, international organizations, Japanese companies, or other comparable entities.
- ✓ **Technical Expertise**: The Consultant shall possess, either directly or through its partners and professionals, strong practical expertise in Egyptian labor and social insurance law, tax law, civil and commercial law, administrative law, contract law (including construction-related contracts), and the legal frameworks applicable to international cooperation organizations operating in Egypt.

**5.2 Qualifications of the Proposed Legal Specialist**

- ✓ **Education:** Advanced degree in Law (LL.B., LL.M., or equivalent). Active membership in the Egyptian Bar Association or an authorized legal body is highly preferred.
- ✓ **Professional Experience:** Minimum of [3] years of practical legal experience in Egypt.
- ✓ **Core Legal Competencies:**
  - Demonstrated ability to identify, analyze, and manage legal and compliance risks arising from organizational operations.
  - Strong legal reasoning, analytical, problem-solving, and communication skills.
  - Ability to review, draft, and coordinate legal documents and agreements.
  - Broad working knowledge of Egyptian legal and regulatory frameworks relevant to JICA's operations, including labor, social insurance, tax, administrative, and contractual matters.
  - Ability to coordinate with and draw upon the expertise and resources of the Consultant to address specialized or complex legal issues.
- ✓ **Language:** Professional proficiency in English and Arabic (written and spoken) is mandatory. Knowledge of Japanese is a strong asset.

**6. Working Place & Conditions**

- ✓ Working Place: To facilitate close coordination and seamless integration, JICA will provide a designated desk space (with internet access) within the JICA Egypt Office.
- ✓ Office Facilities and Equipment: JICA shall provide the Legal Specialist with the office facilities and equipment necessary for the performance of the Services, including a personal computer with the required operating system and software, a monitor, a keyboard, a mouse, a mobile phone, and an access card for entry to the office premises. JICA shall also provide stationery and business cards.
- ✓ Availability / Presence: To handle daily legal inquiries and drive pending cases on-site, the Legal Specialist shall remain available and provide services at the JICA Egypt Office for [3] days per week.
- ✓ Business Trips: For any official business travel required by JICA, per-diem, accommodation, and transportation fees shall be directly arranged and paid by JICA to the Legal Specialist in accordance with JICA's applicable rules and procedures.

All written reports and legal opinions shall be submitted electronically in English.

**7. Remuneration and Contract Type**

- ✓ Contract Type: Fixed Monthly Retainer Contract (Independent Contractor Basis)
  - This contract is on an independent contractor basis and does not establish an employer-employee relationship between JICA and the Consultant.
- ✓ Remuneration: JICA shall pay a Fixed Monthly Retainer Fee as full compensation for all legal services rendered and the agreed on-site availability. The Fixed Monthly Retainer Fee shall be deemed to include all costs and expenses incurred by the Consultant and the Legal Specialist in performing the Services, including ordinary commuting costs between the Legal Specialist's residence and the JICA Egypt Office.
- ✓ No time-card or hourly time tracking will be used.
- ✓ Non-exclusivity: The Consultant is free to provide legal services to other clients, provided it does not conflict with JICA's interests or compromise the performance of this assignment.
- ✓ Taxes and Social Insurance: The Consultant shall be solely responsible for filing and paying all applicable Egyptian taxes, social insurance, and other public dues related to the remuneration.
- ✓ Contract Period: This Contract is scheduled to expire on 31 March 2027 in line with Japanese fiscal year. Taking into account the Consultant's performance under this Contract and JICA's operational requirements, JICA may consider entering into a separate contract for a subsequent period, subject to the availability of budget and the completion of the necessary procurement and approval procedures. Nothing in this RFP shall be construed as a commitment by JICA to renew or extend the Contract.

**8. Replacement of the Legal Specialist**

JICA reserves the right to request the replacement of the Legal Specialist if JICA reasonably determines that the individual's performance, availability, conduct, or qualifications are not satisfactory for the assignment.

**9 . Others**

- ✓ The Consultant shall maintain strict confidentiality regarding all information obtained during the assignment.
- ✓ Any potential or actual conflict of interest must be immediately disclosed to JICA.
- ✓ All intellectual property and deliverables produced under this assignment shall belong to JICA.

# Section 7 Form of Contract

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

**Project Name: Legal Specialist**

**between**

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

This CONTRACT (hereinafter called the "Contract") is made the *[insertber]* day of the month of *[month]*, 2026, 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 Designated Legal Specialist
      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) *[insert: name of the country]* Office

EBISAWA Yo
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 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 languages stated 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: _____
Facsimile: _____
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 form 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 Legal Specialist of the Consultant means an individual professional proposed by the Consultant whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

10.3 For the avoidance of doubt, the Legal Specialist assigned by the Consultant shall remain under the direction, supervision and responsibility of the Consultant at all times. JICA may provide instructions regarding the required services, deliverables and expected outputs, but shall not exercise day-to-day supervision or employer-type authority over the Legal Specialist.

**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.

***11.(Alternative) Confidential Information and Obligation of the Consultant***

*The Consultant shall maintain in confidence all information disclosed by the Client ("Confidential Information") and shall not disclose or divulge Confidential Information to a third party without the prior written consent of the Client, provided that the Consultant may disclose Confidential Information to its officers and employees and attorneys, certified public accountants, licensed tax accountants and other professionals whom the Consultant retains in connection with this Contract to that extent necessary for the purposes of this Contract.*

**12. Reporting Obligations**

The Consultant shall submit to the Client all of the reports and documents ***on*** the last day of every month till March 2027 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 *[insert: number]* 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. Replacement of Legal Specialist**

15.1 The Consultant shall ensure the continued availability of the proposed Legal Specialist throughout the Contract period.

15.2 Except with the prior written approval of the Client, no replacement of the Legal Specialist shall be made.

15.3 If the Consultant proposes to replace the Legal Specialist for any reason, the Consultant shall notify the Client in writing as soon as practicable and shall propose a replacement candidate together with the candidate's curriculum vitae and supporting qualifications. The Consultant shall ensure an orderly transition and continuity of the Services.

15.4 The Client may request the replacement of the Legal Specialist if the Client reasonably determines that the Legal Specialist's performance, conduct, availability, qualifications, or suitability for the assignment is unsatisfactory. Upon such request, the Consultant shall promptly propose a replacement candidate acceptable to the Client.

15.5 Any replacement candidate shall possess qualifications, experience, language capabilities, and professional standing equal to or better than those of the originally proposed Legal Specialist and shall be subject to the prior written approval of the Client.

15.6 Any costs arising from the replacement of the Legal Specialist, including transition and handover arrangements, shall be borne by the Consultant unless otherwise agreed by the Parties.

## D. Payment to the Consultant

**16. Contract Price**

16.1 The total amount of the Contract price is ***[insert amount in numbers and in words] [insert name of currency]*** as 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 *[insert: currency (e.g. US dollars)]*.

**18. Terms and Conditions of**

18.1 The total payments under this Contract shall not exceed the Contract prices set forth in Appendix B.

**Payment**

*Lump-sum installment Payment(s)*
The Lump-sum installment 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, 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 Designated Legal Specialist

*[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.]*