REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>National Inventory Report (NIR) as part of Egypt’s First Biennial Transparency Report (BTR1-Egypt)</th>
<th>DATE: 3. June.2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>REFERENCES:</td>
<td></td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy service to develop the National Inventory Report (NIR) as a main part of Egypt’s First Biennial Transparency Report (BTR1-Egypt) aimed at enabling the Government of Egypt in the preparation and submission of its First Biennial Transparency Report for the fulfillment of the obligations under the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement (PA)

The First Biennial Transparency Report (BTR1-Egypt) will be submitted to the National Climate Change Council (NCCC)

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Your proposal, comprising of a Technical and Financial Proposal, in separate sealed envelopes (containing three hard copies and one electronic copy), should be submitted on or before 18 Jun 2024 with an acknowledgment letter to BTR1-EGY Project to the following address:

[Cairo House]
El-Fostat-Cairo-Egypt
[Att. Dr. Samir Tantawi, Project Manager]

Your Proposal must be expressed in the English language and valid for a minimum period of one month.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by the Project after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of the Project requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by the Project, and the unit price shall prevail and the total price shall be corrected. If the Service
Provider does not accept the final price based on the Project’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the Project after it has received the Proposal. At the time of Award of Contract or Purchase Order, the Project reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of BTR1-EGY PROJECT, herein attached as Annex 3.

Please be advised that the Project is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

The Project encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to The Project if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

The Project implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against The Project, as well as third parties involved in the Project activities.

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

[Dr. Samir Tantawi]
[Project Manager]
[03 June. 2024].
## Annex 1
### Description of Requirements

<table>
<thead>
<tr>
<th>Requirement Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Context of the Requirement</strong></td>
<td>Developing the National Inventory Report (NIR) as a main part of Egypt’s First Biennial Transparency Report (BTR1-Egypt) aimed at enabling the Government of Egypt in the preparation and submission of its First Biennial Transparency Report for the fulfillment of the obligations under the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement (PA). as per the attached ToR.</td>
</tr>
<tr>
<td><strong>Implementing Partner of BTR1-EGY PROJECT</strong></td>
<td>Egyptian Ministry of Environment</td>
</tr>
<tr>
<td><strong>Brief Description of the Required Services</strong></td>
<td><em>Detailed TOR is attached</em></td>
</tr>
<tr>
<td><strong>List and Description of Expected Outputs to be Delivered</strong></td>
<td>Explained in the attached ToR</td>
</tr>
<tr>
<td><strong>Person to Supervise the Work/Performance of the Service Provider</strong></td>
<td>[Project Manager]</td>
</tr>
<tr>
<td><strong>Frequency of Reporting</strong></td>
<td>[Upon deliverable]</td>
</tr>
<tr>
<td><strong>Progress Reporting Requirements</strong></td>
<td>[Upon deliverable]</td>
</tr>
<tr>
<td><strong>Expected duration of work</strong></td>
<td>100 parallel working days spread over 2 calendar months</td>
</tr>
<tr>
<td><strong>Target start date</strong></td>
<td>1 Jul. 2024</td>
</tr>
<tr>
<td><strong>Latest completion date</strong></td>
<td>31 Aug. 2024</td>
</tr>
<tr>
<td><strong>Implementation Schedule indicating breakdown and timing of activities/sub-activities</strong></td>
<td>Required</td>
</tr>
<tr>
<td><strong>Names and curriculum vitae of individuals who will be involved in completing the services</strong></td>
<td>Required</td>
</tr>
<tr>
<td><strong>Currency of Proposal</strong></td>
<td>Local Currency (EGP)</td>
</tr>
<tr>
<td><strong>Value Added Tax on Price Proposal</strong></td>
<td>must be inclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td><strong>Validity Period of Proposals (Counting for the last day of submission of quotes)</strong></td>
<td>30 days In exceptional circumstances, BTR1-EGY PROJECT may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</td>
</tr>
<tr>
<td><strong>Partial Quotes</strong></td>
<td>Not permitted</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Payment Terms</strong></td>
<td>Explained in the attached ToR</td>
</tr>
<tr>
<td><strong>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</strong></td>
<td>[Project Manager]</td>
</tr>
<tr>
<td><strong>Type of Contract to be Signed</strong></td>
<td>Contract for consultancy services.</td>
</tr>
</tbody>
</table>
| **Criteria for Contract Award** | Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  
Full acceptance of the **BTR1-EGY PROJECT Contract General Terms and Conditions (GTC)**. Non acceptance of the GTC may be grounds for the rejection of the Proposal. |
| **Criteria for the Assessment of Proposal** | **Technical Proposal (70%)**  
- Company profile  
- Consultants experience  
- Technical proposal demonstrating approach and methodology  
- Implementation plan  
**Financial Proposal (30%)**  
To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by the Project. |
| **The Project will award the contract to:** | One and only one Service Provide |
| **Annexes to this RFP** |  
- Form for Submission of Proposal (Annex 2)  
- General Terms and Conditions / Special Conditions (Annex 3)  
- Detailed TOR |
| **Contact Person for Inquiries (Written inquiries only)** | [Project Manager] |

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1 **Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.**

2 **This contact person and address is officially designated by MEWM PROJECT. If inquiries are sent to other person/s or address/es, even if they are MEWM PROJECT staff, MEWM PROJECT shall have no obligation to respond nor can MEWM PROJECT confirm that the query was received.**
FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

To:  [insert: Name and Address of BTR1-EGY PROJECT Manager]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to The Project in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the BTR1-EGY PROJECT General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of the Project by indicating the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
d) Track Record – list of clients for similar services as those required by BTR1-EGY PROJECT, indicating description of contract scope, contract duration, contract value, contact references;
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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3 This serves as a guide to the Service Provider in preparing the Proposal.

4 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
b) CVs demonstrating qualifications must be submitted if required by the RFP; and
c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 ....</td>
<td></td>
<td></td>
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<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>2. Services from Field Offices</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>3. Services from Overseas</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>II. Out of Pocket Expenses</td>
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<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<td>3. Communications</td>
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<tr>
<td>4. Reproduction</td>
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<tr>
<td>5. Equipment Lease</td>
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<tr>
<td>6. Others</td>
<td></td>
<td></td>
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<tr>
<td>III. Other Related Costs</td>
<td></td>
<td></td>
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</tbody>
</table>

[Name and Signature of the Service Provider’s Authorized Person] [Designation] [Date]
Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the (BTR1-EGY PROJECT). The Contractor’s personnel and subcontractors shall not be considered in any respect as being the employees or agents of BTR1-EGY PROJECT.

2.0 SOURCE OF INSTRUCTIONS:
The Contractor shall neither seek nor accept instructions from any authority external to BTR1-EGY PROJECT in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect BTR1-EGY PROJECT and shall fulfill its commitments with the fullest regard to the interests of BTR1-EGY PROJECT.

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:
The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:
The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor’s rights, claims, or obligations under this Contract except with the prior written consent of BTR1-EGY PROJECT.

5.0 SUB-CONTRACTING:
In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of BTR1-EGY PROJECT for all subcontractors. The approval of the BTR1-EGY PROJECT of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:
The Contractor warrants that no official of BTR1-EGY PROJECT has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:
The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, BTR1-EGY PROJECT, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the
use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

- **8.4.1** Name BTR1-EGY PROJECT as additional insured.
- **8.4.2** Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the BTR1-EGY PROJECT;
- **8.4.3** Provide that the BTR1-EGY PROJECT shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the BTR1-EGY PROJECT with satisfactory evidence of the insurance required under this Article.

### 9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the BTR1-EGY PROJECT against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

### 10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by BTR1-EGY PROJECT shall rest with BTR1-EGY PROJECT and any such equipment shall be returned to BTR1-EGY PROJECT at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to BTR1-EGY PROJECT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate BTR1-EGY PROJECT for equipment determined to be damaged or degraded beyond normal wear and tear.

### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
11.1 Except as is otherwise expressly provided in writing in the Contract, the BTR1-EGY PROJECT shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the BTR1-EGY PROJECT under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the BTR1-EGY PROJECT.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the BTR1-EGY PROJECT does not and shall not claim any ownership interest thereto, and the Contractor grants to the BTR1-EGY PROJECT a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the BTR1-EGY PROJECT, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the BTR1-EGY PROJECT in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the BTR1-EGY PROJECT, shall be made available for use or inspection by the BTR1-EGY PROJECT at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to BTR1-EGY PROJECT authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF BTR1-EGY PROJECT:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with BTR1-EGY PROJECT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of BTR1-EGY PROJECT, or any abbreviation of the name of BTR1-EGY PROJECT in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:
13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employee’s officials, representatives and agents of any legal entity that controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

13.2.2.3 For the BTR1-EGY PROJECT.

13.3 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.4 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the BTR1-EGY PROJECT, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the BTR1-EGY PROJECT of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the BTR1-EGY PROJECT shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including
the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the BTR1-EGY PROJECT shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the BTR1-EGY PROJECT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 BTR1-EGY PROJECT reserves the right to terminate without cause this Contract at any time upon 15 days' prior written notice to the Contractor, in which case BTR1-EGY PROJECT shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by BTR1-EGY PROJECT under this Article, no payment shall be due from BTR1-EGY PROJECT to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the BTR1-EGY PROJECT may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the BTR1-EGY PROJECT of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek
such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Egyptian law then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Egyptian Law Arbitration Rules then obtaining. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 CHILD LABOUR

17.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

17.2 Any breach of this representation and warranty shall entitle BTR1-EGY PROJECT to terminate this Contract immediately upon notice to the Contractor, at no cost to BTR1-EGY PROJECT.

18.0 OBSERVANCE OF THE LAW:
The Contractor shall comply with all Egyptian laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

19.0 SEXUAL EXPLOITATION:

19.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle BTR1-EGY PROJECT to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

19.2 The BTR1-EGY PROJECT shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is
married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

20.0  AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of BTR1-EGY PROJECT, only the BTR1-EGY PROJECT Authorized Official possesses the authority to agree on behalf of BTR1-EGY PROJECT to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against BTR1-EGY PROJECT unless provided by an amendment to this Contract signed by the Contractor and jointly by the BTR1-EGY PROJECT Authorized Official.
**Terms of References**

**Consultancy firm to develop the National Inventory Report (NIR) as a part of 1BRT**

**Natioknal consultancy firms only (BTR1-Egypt)**

**BACKGROUND**

Egypt ratified the United Nations Framework Convention on Climate Change (UNFCCC) in 1992, Kyoto Protocol in 2005 and signed the Paris Agreement in 2016. As Party to the Convention, Egypt has the obligation to implement decisions of the Conference of the Parties (COP) regarding the implementation of policies and measures to adapt to, and mitigate climate change, thereby contributing to the attainment of the objective of the Convention.

Article 13 of the Paris Agreement establishes an Enhanced Transparency Framework (ETF) for action and support designed to build trust and confidence that all countries are contributing their share to the global effort. By tracking and reporting on the progress and implementation challenges of their climate pledges, countries will have the necessary information to strengthen their ambition in the future and identify new priority areas for action, along with the resources needed to ensure that each Nationally Determined Contribution (NDC) cycle builds on the previous one.

Egypt has prepared Four National Communications (NCs): The First National Communication (FNC) in 1999; the Second National Communication (2NC) in 2010; the Third National Communication (3NC) which all have submitted to the UNFCCC in 1999, 2010 and 2016 respectively. The Fourth National Communication (4NC) is currently in progress with standalone NIRs as mandated by articles 4 and 12 of the Convention to be submitted to the UNFCCC in 2024. Also, Egypt has prepared and submitted one Biennial Update Reports (BURs): First Biennial Update Report (1BUR), with a standalone NIR (National Inventory Report) in 2018.

Egypt submitted its Intended Nationally Determined Contribution (INDC) in 2015 and officially communicated the NDC to the UNFCCC in 2017 to conform with decisions 1/CP.19 and 1/CP.20 of the COP. Egypt submitted its Updated NDC in 2022 and 2023 with the aim to reduce the total GHG emissions relative to Business-As-Usual (BAU) emissions level in 2030 including set targets for Electricity, Oil and Gas (associated gases) and Trasport Sectors.

The Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA) decided that Parties shall submit their first Biennial Transparency Report (1BTR) and national inventory report, if submitted as a stand-alone report, in accordance with the adopted modalities, procedures and guidelines, at the latest by 31 December 2024.

Development of Egypt’s First Biennial Transparency Report (1BTR), and a combined Second Biennial Transparency and Fifth National Communication Report to the UNFCCC (2BTR+5NC)
Project supports Government of Egypt to develop and submit its First Biennial Transparency for the fulfillment of the obligations under the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement (PA) in line with the Modalities, procedures and guidelines (MPGs), for the transparency framework for action and support referred to in Article 13 of the Paris Agreement (Decision 18/CMA.1) and the guidance on operationalizing the MPGs as per Decision 5/CMA.3. The project will strengthen technical and institutional capacity to assist Egypt mainstream climate change concerns into sectoral and national development priorities by strengthening and giving continuity to the institutional and technical capacity development that has been initiated and sustained by the National Communications and Biennial Update Reports processes to date.

**OBJECTIVE**

The project aims to hire a consultancy firm led by a Team Leader (TL) who provides an overall guidance, coordination, and supervision for the development of the National Inventory Report (NIR).

It is anticipated that the assignment will be conducted in close cooperation with the Ministry of Environment, and other ministries and stakeholders in the national council of climate change.

The team is expected to include at least Four experts including the Team Leader as follow:

1. Team Leader (who can also be a sector-specific expert)
2. Energy Sector Expert
3. Industrial Processes and Product Use (IPPU) Expert
4. Agriculture, Forestry & Other Land Use (AFOLU) Expert
5. Waste Sectors Expert

**SCOPE OF WORK**

The National GHGs Inventory Team will work under the direct supervision of the Project Manager, and, in close cooperation with the Ministry of Environment, and other ministries and stakeholders in the national council of climate change. The Team of Experts’ responsibilities are, but not limited to, the following tasks:

- It’s a MUST for all consultants to be strictly guided by Chapter II: National inventory report of anthropogenic emissions by sources and removals by sinks of greenhouse gases as stated in the Modalities, Procedures, and Guidelines (MPGs) which annexed to decision 18/CMA.1

- Review UNFCCC guidelines for BTR reporting on NDC progress (MPG).
- Prepare the National Inventory Report (NIR) which comprises of National Inventory Document (NID) and corresponding Common Reporting Tables (CRTs).

5 annex to decision 18/CMA.1
− Work closely with relevant government agencies to obtain data and ensure transparency.
− Prepare any necessary data tables, charts, and figures for the GHG inventory chapter.
− Verify the calculated emissions for all the sectors on the above by using validation methodologies for GHG inventory estimates and Quality Control and Quality Assurance.
− Build scenarios for GHG emission in each sector separately and one consolidated by using one of the IPCC or UNFCCC improved methodology.
− Revise the input data, taking into consideration data gaps and areas need to be improved and identified based on GHGI Ch. in the Fourth National Communication (NC4).
− Work with the CCU in the relevant ministries on every stage of preparing the report (this means that every consultant will have one team form the ministry related to the sector which will work on it not all the ministries).
− Participate in technical workshops/meetings to present and discuss the results of the GHG Inventory.
− Prepare technical responses to any comments and questions that may be raised during the Technical Expert Review and Facilitative Multilateral Consideration processes of the BTR.

DATA PROVISIONS
1. Compiling all the data/information required is the responsibility of the Consultants.
2. The 1BTR-5NC/2BTR-Egypt Project can support the Consultants by issuing Official Support Letters to facilitate the data collection from Governmental entities and provide available documents from previous projects (i.e. FNC).

DELIVERABLES:
The consultant is expected to deliver the following deliverables.
1. Inception Report that explains the methodological approach and workplan (10-15 pages)
2. Complete GHG Inventory Report (NID (50-60 pages) and CRTs)
3. GHGI update database.
4. Calculation sheets and list of references

All deliverables will have to be delivered in electronic formats to Egypt’s First Biennial Transparency Report Project (BTR1Egypt) as a MS Word document.

Indicative Table of Contents of the GHGI Chapter (guided by MPGs):

1. Executive Summary
2. National circumstances and institutional arrangements
3. Methods
   a. Methodologies, parameters, and data
   b. Key category analysis
   c. Time-series consistency and recalculations
   d. Uncertainty assessment
e. Assessment of completeness  
f. Quality assurance/quality control  

4. Metrics  
5. Reporting  
   a. Information on methods and cross-cutting elements  
   b. Sectors and gases  
   c. Time series  

6. Improvement in reporting over time  
7. Information on flexibility  

DURATION OF THE ASSIGNMENT  
The level of work for this assignment is estimated at **100-man days (parallel work for the team of experts)**. The duration of the contract is **TWO months** starting from contract signature date. Consultant should exert their utmost effort to deliver on time otherwise fees will be subject to reduction as delay penalty.  

MILESTONES  

1. The Team Leader in coordination with BTR1-Egypt Project Manager will arrange an orientation **kick-off meeting** for the team to agree on methodological approach and other arrangements.  
2. The Team of Experts will have at least **one follow up meetings** with BTR1-Egypt, UNDP and MoE.  
3. The Consultant will submit the following.  
   a) **Inception report** including time schedule work plan after the orientation kick-off meeting.  
   b) **First draft of GHGI** Chapter after **TWO Months** of contracting date  
   c) **Final GHGI** Chapter after **ONE Week** of receiving comments from ministries.  

SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS  

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<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Payment</th>
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<tbody>
<tr>
<td>1</td>
<td>Inception report</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>- First Draft of GHGI Chapter</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>- Final GHGI Chapter</td>
<td>65%</td>
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<tr>
<td>4</td>
<td>Presenting final GHGI to the National Council of Climate Change</td>
<td>10%</td>
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APPLICATION PROCESS:

1. Proposals to be submitted by national consulting firm including detailed technical offer including updated CV for the team and the financial offer in two separate sealed envelopes.

2. The technical offer shall include a clear timetable work plan of each member in the team considering the deliverables, Duration and Milestones as stated above.

3. Applications will be evaluated on basis (technical 70%/ Financial 30%), according to the evaluation of CVs, company experience, methodology.