

***Standard Bidding Documents***

***for Procurement of Services under Bracket 2***

*STREAM*

*Conduct a Technical Feasibility Study for the rehabilitation of irrigation canals and installation of water meters in the Ferghana Valley*

*T/03-05-06FSP/5AOTCF-B2DKCF-IBLUCO/REGIONAL/29.03.2024/001*

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&

Georg Fiebig Consultants Pty Ltd

(Version: October 2023)

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# LETTER OF INVITATION

**Project name:** *STREAM*

**Location of project:** *Kyrgyzstan, Tajikistan, and Uzbekistan*

**Summary of Project:** *Acted launched the STREAM regional programme in the Fergana valley to foster integrated NRM to improve the sustainable use and availability of water and land resources in the context of the ever-increasing impacts of climate change. STREAM is a principles-based programme, grounded in ‘do no harm’ that is also data-driven and evidence-based.*

*Within the STREAM Inception Phase, Acted and its partners conducted an area-based rapid assessment of 16 transboundary watersheds in the Fergana Valley to identify the most vulnerable watersheds. Findings revealed that the effects of climate change were most pronounced in the sloped border areas of the valley, where water flows from mountain sources into irrigated plains, and where international boundaries meet. The impacts were most acute in the southwest of the valley, between Batken (Kyrgyzstan) and Sughd (Tajikistan) provinces. The results of the rapid assessment found Kozu-Baglan/Khojabakirgan watershed to be at the greatest risk of resource stress, followed by Isfara, Sokh, Shakhimardan/Ak-Suu, Isfayramsay/Isfayram, and other nearby watersheds. Based on these findings, combined with feasibility and coverage consideration, Acted selected the following watersheds for in-depth assessment and future investment and support:*

|  |  |  |
| --- | --- | --- |
| ***Watershed*** | ***Upstream Country*** | ***Downstream Country*** |
| *Kozu-Baglan/Khojabakirgan (120 km)* | *Kyrgyzstan*  | *Tajikistan*  |
| *Shakhimardan/Ak-Suu (112 km)*  | *Kyrgyzstan*  | *Uzbekistan*  |
| *Isfayramsay/Isfayram (122 km)* | *Kyrgyzstan*  | *Uzbekistan*  |

*Subsequently, Acted and partners conducted more in-depth targeted assessments to understand exposure to natural, socio-natural, and anthropogenic impacts, the effect of climate change on communities and stresses on water resources and by extension livelihoods. Preliminary findings show climate change has most impacted rainfed crop yields, while irrigated lands remain productive, making the rehabilitation of irrigation networks critical for community climate resilience. However, the existing irrigation infrastructure that belongs to local stakeholders, are currently near to or obsolete causing high levels of water loss. For example, approximately half of the infrastructure of the Teshik 2 canal in Katran and the Magistral canal in Leilek in Kyrgyzstan were reported to have deteriorated, denying water to hundreds of hectares of farmland. Meanwhile, the deterioration of the Nazergiev and Kozo-Kayuir canals in Kadamjay in Kyrgyzstan has threatened entire villages as dwindling water supplies have failed to reach communities at the end of the canals. The rehabilitation of these and other canals, including water gates, has been highlighted by numerous stakeholders as being the most important issue for improving water efficiency within the Kozu-Baglan/Khojabakirgan, Shakhimardan/Ak-Suu, Isfayramsay/Isfayram watersheds.*

*Based on the above-mentioned assessments and following signature of agreements with relevant national authorities in all three countries, Acted is now announcing this call for tender to conduct a technical feasibility study. The study built on the data gathered through the assessments mentioned above and will explore in more detail the best options for improving irrigation water use efficiency in the Kozu-Baglan/Khojabakirgan, Shakhimardan/Ak-Suu, Isfayramsay/Isfayram watersheds (hereafter ‘the watersheds’). The scope of work will cover the three Fergana Valley countries: Kyrgyzstan, Tajikistan and Uzbekistan*.

**Source of Funding:***PATRIP.*

1. The *Acted* referred to as the “Implementing Partner and/or IP” is acting as implementing agency for the project *STREAM* and intends to engage a Consultant for which this Request for Proposal is issued. PATRIP Foundation provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Implementing Partner shall derive any rights from or have any claims to the proceeds of it.
2. The Implementing Partner now invites **Proposals** to provide the following consulting services (hereinafter called “Services”): *on conducting a technical feasibility study for the rehabilitation of irrigation canals and installation of water meters in the Ferghana Valley.*  More details on the Services are provided in the Terms of Reference (Section VII).
3. This Request for Proposal has been sent in total to *[insert number of invited Consultants]* Consultants. It is not permissible to transfer this invitation to any other firm.

 **N/A**

1. A firm will be selected in accordance with the procedures described in the PATRIP Foundation Guidelines for the Procurement of Consulting Services, Works, and Goods which can be found in PATRIP Foundation’s Project Implementation Manual on the website: www.patrip.org.

1. The RfP includes the following Sections:

Section I – Instructions to Consultants (ITC)

Section II – Data Sheet

Section III – Technical Proposal - Standard Forms

Section IV – Financial Proposal - Standard Forms

Section V – Eligibility Criteria

Section VI – Sanctionable Practice – Social and Environmental Responsibility

Section VII – Terms of Reference

Section VIII – Conditions of Contract and Contract Form

1. Please inform us by *[date],* in writing at *[address]* or by E-mail *[e-mail address]*:

 **N/A**

1. that you have received this Letter of Invitation; and

(b) whether you intend to submit a **Proposal**

1. Details on the **Proposal**’s submission date, time and address as provided in **ITC 15** are:

*[April 10, 2024]*

*[23:59p.m.]*

*[kyrgyzstan.tender@acted.org]*

PART 1 – Tendering Procedures

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### Section I. Instructions to Consultants

# A. General Provisions

|  |  |
| --- | --- |
| Scope of Proposals and Definitions | * 1. The Implementing Partner named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

Method of selection in this one- stage RfP will be: **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method. * 1. Throughout these Request for Proposal the following definitions apply:
1. “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. “Applicable Law” means the laws and any other instruments having the force of law in the Implementing Partner’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
3. “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Implementing Partner under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
4. “Contract” means a legally binding written agreement signed between the Implementing Partner and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
5. “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
6. “Day” means a calendar day.
7. “Implementing Partner” means the contracting party that legally concludes the Contract for the Services with the selected Consultant.
8. “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
9. “Government” means the government of the Implementing Partner’s country.
10. “Guidelines” means PATRIP Foundation Guidelines for the Procurement of Consulting Services, Goods or Works which can be found in PATRIP Foundation’s Project Implementation Manual on the website [www.patrip.org](http://www.patrip.org)
11. “ITC” (Section I of this RfP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.
12. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Implementing Partner for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
13. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
14. “LOI” (Section I of this RfP) means the Letter of Invitation being sent by the Implementing Partner to the shortlisted Consultants.
15. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
16. “RfP” means the Request for Proposals to be prepared by the Implementing Partner for the selection of Consultants.
17. “Services” means the work to be performed by the Consultant pursuant to the Contract.
18. “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Implementing Partner during the performance of the Contract.
19. “TOR” (Section VII of this RfP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Implementing Partner and the Consultant, and expected results and deliverables of the assignment.
	1. The interested Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
	2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.
	3. The Implementing Partner will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.
 |
| Source of Funds, Responsibilities | * 1. The Implementing Partner as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from PATRIP Foundation for the project named in the **Data Sheet**. The Implementing Partner intends to apply a portion to eligible payments under the contract(s) resulting from this procurement process.
	2. The procurement process is the responsibility of the Implementing Partner. PATRIP Foundation shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document.
 |
| Sanctionable Practice | * 1. PATRIP Foundation requires compliance with PATRIP Foundation’s policy regarding Sanctionable Practice as defined and set forth in Section VI.
	2. In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit PATRIP Foundation or an agent appointed by PATRIP Foundation to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by PATRIP Foundation.
 |
| Eligible Consultants and Eligible Materials, Equipment, and Services | * 1. A Consultant may be a firm that is a private entity or an individual — subject to ITC 4.3.
	2. It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.
	3. PATRIP Foundation’s eligibility criteria to bid are described in Section V, Eligibility Criteria.
	4. A Consultant shall provide such evidence of eligibility satisfactory to the Implementing Partner, as specified in Clause 4.3 or as the Implementing Partner shall reasonably request.
	5. The materials, equipment and services to be supplied under the Contract and financed by the PATRIP Foundation may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Implementing Partner’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.
 |
| Conflict of Interest | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Implementing Partner’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
	2. Bidders shall be disqualified if they:
1. are an affiliate controlled by the Implementing Partner or a shareholder controlling the Implementing Partner, unless the stemming conflict of interest has been fully resolved to the full satisfaction of PATRIP Foundation;
2. have a business or a family relationship with an Implementing Partner's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved to the full satisfaction of PATRIP Foundation ;
3. are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Implementing Partner;
4. are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Implementing Partner;
5. were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
6. were during the last 12 months prior to publication/circulation of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Implementing Partner and are or were able in this connection to influence the award of contract.
7. are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.
	1. The Consultant has an obligation to disclose to the Implementing Partner any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Implementing Partner. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
 |
| Unfair Competitive Advantage | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Implementing Partner shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RfP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.
 |
| B. Preparation of Proposals |
| General Considerations | * 1. In preparing the Proposal, the Consultant is expected to examine the RfP in detail.
	2. A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RfP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:
1. affects in any substantial way the scope, quality, or performance of the Services; or
2. limits in any substantial way, inconsistent with the RfP, the Implementing Partner’s rights or the Consultant’s obligations under the Contract; or
3. if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Implementing Partner. |
| Cost of Preparation of Proposal | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Implementing Partner shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Implementing Partner 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.
 |
| Documents Comprising the Proposal | * 1. The Proposal shall include a duly signed Declaration of Undertaking in the format provided by PATRIP Foundation in Form TECH-1 (Section III) along with the Technical Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet**.
	2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
 |
| Proposal Validity | * 1. The proposals shall remain valid for a period as defined in the **Data Sheet**. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
	2. A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert’s qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
 |
| Extension of Validity Period | * 1. The Implementing Partner will make its best effort to complete the evaluation within the Proposal’s validity period. However, should the need arise, the Implementing Partner may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity period. This extension must be effective before the validity of the proposal expires.
	2. If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	3. The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
 |
| Substitution of Key Experts at Validity Extension  | * 1. If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Implementing Partner.
	2. The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
	3. Substitution requests shall not delay the evaluation process.
 |
| Clarification and Amendment of RfP | * 1. The Consultant may request a clarification of any part of the RfP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Implementing Partner’s address indicated in the **Data Sheet**. The Implementing Partner will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than five (05) days prior to the deadline for the submission of Proposals. Should the Implementing Partner 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, the Implementing Partner may amend the RfP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prospective Consultants and will be binding on them.
		2. If the amendment is substantial, the Implementing Partner may extend the Proposal submission deadline to give the prospective Consultants reasonable time to take an amendment into account in their Proposals.
	2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
 |
| Preparation of Proposals – Specific Considerations | * 1. While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.
	2. If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Implementing Partner shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
 |
| Technical Proposal Format and Content | * 1. The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	2. The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
	3. The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RfP.
 |
| Financial Proposal | * 1. The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.
 |
| Taxes | * 1. VAT must be applied and shown separately in the financial proposal.
 |
| Currency of Proposal  | * 1. The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the **Data Sheet**.
 |
| Currency of Payment and Payment Conditions | * 1. Payments under the Contract shall be made in Euro unless otherwise stated in the **Data Sheet**.
	2. The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.
 |
| Contributions by the Implementing Partner | * 1. The Consultant shall assume in the financial Proposal that the Implementing Partner shall make the following contributions:
		1. provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
		2. provide other support and contributions as stipulated in the **Data Sheet.**
 |
| C. Submission, Opening and Evaluation |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.
	2. The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
	3. Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
	4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	5. The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Implementing Partner will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
	6. The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.
	7. The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.
 |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Implementing Partner 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 Contract is awarded.
	2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Implementing Partner in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
 |
| Opening of Proposals | * 1. The Implementing Partner’s evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline and sign an opening protocol as per ITC 17.4.
	2. The Implementing Partner’s evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**.
	3. Financial Proposal envelopes shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20.
	4. At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.
	5. Opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
 |
| General aspects of Evaluation | * 1. The evaluation of the Proposals shall be conducted in conformity with the detailed evaluation steps presented in ITC 20.2
	2. The evaluation report(s) shall include all clarifications with Consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.
	3. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Implementing Partner will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.
	4. Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.
	5. Alternative offers will not be taken into consideration.
 |
| Evaluation methods | * 1. The Implementing Partner shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet.**
	2. Evaluation will be based on a scoring system. For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:
1. 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
2. 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
3. 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
4. 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
5. 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score as defined in **Data Sheet (20.2a).** * 1. A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet.**
 |
| Evaluation steps and sequence | * 1. Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 9.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:
1. Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. Their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.* 1. Following evaluation steps will be carried out in the sequence presented below:
1. Each Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score as defined in the **Data Sheet**. A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. The technical score cannot be modified after the opening of the financial proposals. The acceptance of the technical score by the evaluation committee shall be documented and signed off before the opening of the financial proposals.
2. The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
3. The technical and financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Implementing Partner and PATRIP Foundation.

The Proposal Score shall be calculated as per the formula presented in 20.3.The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.* 1. The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet.**The weighted technical score is calculated as follows:PT = WT \* T, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent)The weighted financial score is calculated as followsPF = WF \* Co/C, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals.WF = weight of the Financial Proposal (in percent)and the overall score is calculated as:P = PF + PT.*”]* |
|  Evaluation of Financial Proposals | * 1. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.
 |
|  | * 1. The Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, inclusive of all taxes, duties, etc, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
 |
|  | * 1. Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet.**
 |
| Implementing Partner’s Right to Reject All Proposals | * 1. The Implementing Partner reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.
 |
| D. Negotiations and Award |
| Negotiations | * 1. The Implementing Partner shall conduct contract negotiations with the Consultant whose bid has been ranked highest.
	2. The Implementing Partner shall prepare minutes of negotiations, which shall be signed by the Implementing Partner and the Consultant’s authorized representative.
 |
| Availability of Key Experts | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts’ availability shall result in the rejection of the Consultant’s Proposal, in which case the Implementing Partner shall proceed to negotiate the Contract with the next-ranked Consultant.
	2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
 |
| Technical Negotiations | * 1. The scope of the contract negotiations shall be limited to the following points:
1. clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
2. clarifying any counterpart services to be provided by the Implementing Partner.

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.  |
| Financial Negotiations | * 1. Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
	2. All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
 |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract.
	2. If the negotiations fail, the Implementing Partner shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Implementing Partner shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Implementing Partner commences negotiations with the next-ranked Consultant, the Implementing Partner shall not reopen the earlier negotiations.
 |
| Award of Contract, Information of Consultants | * 1. After completing the negotiations with the Consultant, the Implementing Partner shall promptly inform all participating Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.
	2. In case a Consultant requests additional information on the result of the evaluation in writing to the Implementing Partner, the Implementing Partner shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

Subject to PATRIP Foundation’s approval to the draft Contract, where applicable, the Implementing Partner shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. |
|  |  |

# Section II. Data Sheet

|  |
| --- |
| **A. General** |
| **ITC ClauseReference** |  |
| **1.1** | The Implementig Partner is *Acted.* |
| ***1.2 (b)*** | *Kyrgyzstan, Tajikistan and Uzbekistan**The contract and amendments are governed by French law according to Acted General Conditions of Purchase.**Any dispute relating to any of the contractual documents shall fall within the jurisdiction of the competent courts of Paris or of a mediator designated by the parties with a view to an amicable settlement.*  |
| **1.3** | The name of the assignment is *Consultancy on conducting a technical feasibility study for the rehabilitation of irrigation canals and installation of water meters in the Ferghana Valley.* |
| **1.4** | A pre-bid meeting *“*will not*”* be held. |
| **1.5** | The Implementig Partner will provide the following inputs to facilitate the preparation of the Proposals:***N/A*** |
| *6.1* | *[In a situation where one of the potential bidders may derive an unfair competitive advantage in the selection process, explain how this advantage will be mitigated. For example, list any preparatory studies for the assignment or other data, prepared by this bidder, which shall be made available to all other bidders, and indicate the method through which they will be provided, if not included in the RfP.]* ***N/A*** |
| **B. Preparation of Proposals** |
| **10** | The proposal validity period from the submission date - *90 days*  |
| **t11** | The deadline for clarifications by Consultants is *5 days, p*rior to the submission date as per Clause 15.6 Clarifications requests shall be addressed to:1. *In Kyrgyzstan - Acted Kyrgyzstan , 15 Maldybaev str., Bishkek or by email to Logistics Officer* *kyrgyzstan.tender@acted.org*
2. *In Tajikistan - Acted Tajikistan, 3ZERO House, Mirzo Tursunzoda 12, Dushanbe or by email to Logistics Officer:* *tajikistan.tender@acted.org*
3. *In Uzbekistan – Acted Uzbekistan Logistics Officer, 6/72 Osiyo Street, Tashkent or by e-mail to Logistics Officer:* *tashkent.smallgrants@acted.org*
 |
| **12.2** | *[Insert the following text:* *“*The estimated input of Key Experts’ is *3-months.*The above estimation is indicative only, the Consultant is required to calculate its Proposal based on its own professional judgement and experience.*[In case of lump sum remunderation as per 14.1. insert “*Not applicable*”]****N/A*** |
| **14.1** | The contract period shall be *3 months**“*The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum per deliverable basis.*”* The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal.*[If the Consultant is required to offer separately Equipment and/or Miscellaneous items insert and modify as required:****N/A***  |
| **14.3** | The Consultant is free to offer its services in *local currency and must be developed in the provided Acted template Form FIN-1 Financial Proposal including all applicable taxes and/or daily rate, as applicable.* |
| **14.5** | **Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tasks** | **Deliverables/Output** | **Budget**  | **Deadline (# of days per deliverable)** |
| Kick-off | Presentation; final approved workplan and schedule | 10%  | 5 |
| 1.1.1, 1.1.2, 1.2.1, 1.2.2.2.1.1, 2.1.22.2.1. 2.2.22.3.1, 2.3.2(incl. field work in all 3 countries) | Inception report and presentation, including:-initial assessment, social analysis and mapping-recommendations on infrastructure type and locations (per country)-recommendations on water metre type and locations (per country)-recommendations on establishing a water monitoring database | 40%  | 25 |
| 2.3.3, 2.3.4(desk work) | Develop a water data management system for each country: -O&M plans, training materials for water monitoring database | 30%  | 20 |
| Final documents(desk work) | Final feasibility study, combining inception report and further observations and including final versions of document packages (as annexes) revised as per comments provided by Acted | 20%  | 15 |
|  |  | 100%  | 65 |

**\* All deliverables as per the scope of work must be satisfactorily completed and upon signature of Completion certificate by both parties and after submission of finance documents accepted by Acted to facilitate payment. Bidders should provide estimated working days in their proposal.** |
| **14.6** | *[If not used, insert* “Not applicable”*. If used, list the contributions of the Implementing Partner.]**N/A* |
| **C. Submission, Opening and Evaluation** |
| **15.4** | The Consultant shall submit the Proposal as follows:1. Technical Proposal (signed & stamped), and
2. Financial Proposal (signed & stamped), should be submitted via following email addresses per country:

*Soft copies are required to be submitted by email:* 1. *In Kyrgyzstan to: kyrgyzstan.tender@acted.org*
2. *In Tajikistan to: tajikistan.tender@acted.org*
3. *In Uzbekistan to:* *tashkent.smallgrants@acted.org*
 |
| **15.5** | The Technical Proposal & Financial Proposal shall be submitted electronically with the subject: *“Consultancy Services for the Technical Feasibility Study*“ in two separate PDF/ZIP/RAR files and to set-up a password on each (technical & financial proposals).Bidders are requested to not provide the password to Acted unless explicitly requested in writing. The Acted evaluation committee members will review the technical proposals first. Once the technical evaluation is completed, Acted will request the shortlisted consultants who have passed the technical evaluation to provide the password to unlock the files containing the financial proposal in order to continue with the evaluation process. |
| **15.6** | The deadline for the submission of Proposals shall be *April 15, 2024 by 23:59p.m*.The original of the Proposal shall be submitted at the following address:***N/A*** |
| **17.2** | The Implementing Partner’s evaluation committee is composed of *Logistics, Finance, Coordination & program team* |
| **18.4** | *[If not applicable, insert* ***N/A*** *If, however, optional services will be included in the technical and financial evaluation, insert the following text:* “Optional services will be included in the technical and financial evaluation.”] ***N/A*** |
| **20.2 a)** | *[The sub-criteria and point system indicated below are indicative. It is strongly recommended that sub-criteria descriptions be made as detailed and specific as possible. Depending on the volume and the scope of services e.g. for translation works, audits or comparably standardized tasks, the criteria as indicated below may be reduced or modified and the weighting as well as the documents to be submitted be adopted accordingly whenever deemed appropriate. However, the submssion of a signed Declaration of Undertaking is compulsory.]*The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RfP shall be used for the evaluation of the Technical Proposal.

|  |  |
| --- | --- |
| *Technical Proposal* | *Score* |

|  |  |  |  |
| --- | --- | --- | --- |
| # | Description  | Max score  | Passing score  |
| **1.** | **Concept and methodology (Total)** | **35** | **25** |
| 1.1 | Clarity and completeness of the tender | 5 |  |
| 1.2 | Critical analysis of the project objectives and the Terms of Reference (TOR) | 10 |  |
| 1.3 | Proposed concepts and methods  | 20 |  |
| **2.** | **Qualifications of proposed staff (Total)** | **65** | **50** |
| 2.1 | * *Bachelor’s or Master’s degree in civil/agricultural/water engineering or related fields*
* *Experience in the study, design and implementation of infrastructure projects. - Experience conducting similar assignments in more than one of the three countries is a must.*
 | 30 |  |
| 2.2 | * *Experienced in reviewing drawings, material submittals, method statements and as-built documents*
* *Thorough understanding of standards/ local regulations and codes on irrigation infrastructure rehabilitation and water accounting*
* *Fluent in English and Russian. Knowledge of Kyrgyz, Tajik, or Uzbek will be an advantage; knowledge of more than one is a distinct advantage*
 | 30 |  |
| 2.3 | * *Competence with contracts and contractual requirements*
 | 5 |  |
| **Total (maximum)** | **100** | **75** |

|  |  |
| --- | --- |
| *Type of Document to be submitted:* | *Required (yes/no)* |
| TECH-1 Declaration of Undertaking | yes |
| TECH-2 Comments or Suggestions on the TOR and Counterpart Staff | no |
| TECH-3 Description of the Approach, Methodology, and Work Plan | yes |
| TECH-4 Work Schedule | yes |
| TECH-5 Personnel Schedule | yes |

Minimum technical score which the Consultants must achieve in order to qualify technically is *75%.*   |
| **20.3** | The weights given to the Technical (T) and Financial (F) Proposals are asWT = [*Insert weight, standard is 80 %*], and WF = [*Insert weight, standars is 20 i%*] |
|  | **D. Negotiations and Award** |
| **25.3** | The expected commencement date of the assignment is *end of April 2024 and location to be determent based on Bidder origin. The assignment shall take place in Kyrgyzstan, Tajikistan and Uzbekistan.* |

# Section III. Technical Proposal – Standard Forms

|  |  |  |
| --- | --- | --- |
| FORM | DESCRIPTION | *Page Limit**(to be defined by the Implementing Partner)* |
|  |  |  |
| TECH-1 | Declaration of Undertaking | *3* |
| TECH-2 | Comments or Suggestions on the Terms of Reference | *2* |
| TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | *5* |
| TECH-4 | Work Schedule (Tasks and Activities Bar Chart) | *2* |
| TECH-5 | Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)  | *3 (per CV)* |

Form TECH-1

Declaration of Undertaking

Reference name of the Application/Offer/Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Contract**")[[1]](#footnote-2)

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**"Implementing Partner"**)

1. We recognise and accept that KfW[[2]](#footnote-3) (via PATRIP Foundation) only finances projects of the Implementing Partner (“IP”)[[3]](#footnote-4) subject to its own conditions which are set out in the Funding Agreement it has entered into with PATRIP Foundation which has entered into a Funding Agreement with the IP. As a matter of consequence, no legal relationship exists between KfW or PATRIP Foundation and our company, our Joint Venture[[4]](#footnote-5) or our Subcontractors under the Contract. The IP retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the IP's country;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the IP or a shareholder controlling the IP, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to their satisfaction;

3.2) having a business or family relationship with a IP's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the IP;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the IP;

3.5) in the case of procurement of Works, Plant or Goods:

1. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
2. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the IP, which will inform KfW (and PATRIP Foundation), any change in situation with regard to points 2 to 4 here above.
5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[[5]](#footnote-6) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the IP and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the IP and PATRIP Foundation and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the IP, PATRIP Foundation and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[6]](#footnote-7):

Signature: Dated:

Form TECH-2

**Comments and Suggestions on the Terms of Reference**

*[Form TECH-1: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Implementing Partner, including: administrative support, office space, local transportation, equipment, data, etc.]*

**A - On the Terms of Reference**

*[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant’s interpretation of the project’s objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]*

Form TECH-3

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

*[Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.*

a) **Technical Approach and Methodology** 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), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.

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 the Implementing Partner), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. 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 work schedule form.

c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant’s internal organisation as well as the interactions with the Implementing Partner as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.

d) **Logistics** Please describe the planned logistics and facilities for the execution of the services.

Form TECH-4 **(Indicative Format)**

**Work Schedule (Tasks and Activities Bar Chart)**

|  |  |  |
| --- | --- | --- |
| **N°** | **Tasks** 1 **(T-..)** | **Months** 2 3 |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **T-1** | *[e.g., Task #1: Report A* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *1) data collection*  |   |  |  |  |  |  |  |  |  |  |  |  |
|  | *2) drafting* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *3) inception report*  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *4) incorporating comments* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *5) .........................................* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *6) delivery of final report to Implementing Partner]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **T-2** | *[e.g., Task #2:...............]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Implementing Partner’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3 Include a legend, if necessary, to help read the chart.

Form TECH-5 **(Indicative Format)**

**Personnel Schedule (Bar Chart)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Position** |  | **Months** 1 2 | **Total time-input** 3**(in person-months)** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **Internat’l** | **National** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **K-1** | *[e.g., Mr/Mrs. A]* | *[e.g., Team Leader]* | Home |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Field |   |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **K-2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **K-3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  | **Subtotal:** |  |  |  |
| **OTHER EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **E-1** |  |  | [*Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |   |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **E-2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1 Months are counted from the start of the assignment/mobilization.

2 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Implementing Partner’s country or any other country outside the expert’s country of residence.

3 The assignment of international and national staff shall be treated separately.

 Full time input *(Sign box to be defined and added by the Implementing Partner)* Part time input

**Form TECH-5 (Indicative Format)**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | *[e.g., K-1, TEAM LEADER]* |
| **Name of Expert:**  | *[Insert full name]* |
| **Date of Birth:** | *[day/month/year]* |
| **Country of Citizenship/Residence** |  |

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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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.]*

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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# Section IV. Financial Proposal - Standard Forms

*[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the* ***Data Sheet****.*

**Form FIN-1 FINANCIAL PROPOSAL**

**Model for Financial Proposal**

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in local currency:

*[Bidder to indicate the currency]*

As per **Data Sheet** clause 14.1 our services are offered on a *lump sum per deliverable basis*

In case of a lump sum contract the cost, overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items (8 Equipment and 9 Miscellaneous Cost) are offered for remuneration as per requirement in clause 14.1 of the **Data Sheet**.

|  |  |  |
| --- | --- | --- |
| **Tasks** | **Deliverables/Output** | **Cost per deliverable** |
| Kick-off | Presentation; final approved workplan and schedule |  |
| 1.1.1, 1.1.2, 1.2.1, 1.2.2.2.1.1, 2.1.22.2.1. 2.2.22.3.1, 2.3.2(incl. field work in all 3 countries) | Inception report and presentation, including:-initial assessment, social analysis and mapping-recommendations on infrastructure type and locations (per country)-recommendations on water metre type and locations (per country)-recommendations on establishing a water monitoring database |  |
| 2.3.3, 2.3.4(desk work) | Develop a water data management system for each country: or:-O&M plans, training materials for water monitoring database |  |
| Final documents(desk work) | Final feasibility study, combining inception report and further observations and including final versions of document packages (as annexes) revised as per comments provided by Acted |  |
|  | Total: |  |

# Section V. Eligibility Criteria

**Eligibility in PATRIP Foundation-Financed Procurement**

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for PATRIP Foundation financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a PATRIP Foundation-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;

2.2 have been

(a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

(b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer) which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;

2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the Implementing Partner’s country;

2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank’s website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

2.6 have given misrepresentation in documentation requested by the Implementing Partner as part of the Tender Process of the relevant Contract.

State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to PATRIP Foundation’s satisfaction, through all relevant documents, including its charter and other information PATRIP Foundation may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

# Section VI. Sanctionable Practice – Social and Environmental Responsibility

1. **Sanctionable Practice**

The Implementing Partner and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the Implementing Partner’s detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, PATRIP Foundation requires to include in the Contracts a provision pursuant to which Contractors must permit PATRIP Foundation and in case of financing by another Donor also to this Donor’s representative to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by PATRIP Foundation or the Donor.

PATRIP Foundation reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;

(b) declare misprocurement and exercise its rights on the ground of the Financing Agreement with the Implementing Partner relating to suspension of disbursements, early repayment and termination if, at any time, the Implementing Partner, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the Implementing Partner having taken appropriate action in due time satisfactory to PATRIP Foundation to remedy the situation, including by failing to inform PATRIP Foundation at the time they knew of such practices.

PATRIP Foundation defines, for the purposes of this provision, the terms set forth below as follows:

|  |  |
| --- | --- |
| **Coercive Practice** | The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person. |
| **Collusive Practice** | An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person. |
| **Corrupt Practice** | The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action. |
| **Fraudulent Practice** | Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation. |
| **Obstructive Practice** | Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of PATRIP Foundation's and Donor’s access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice. |
| **Sanctionable Practice** | Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement. |

1. **Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence). Contractors in PATRIP Foundation financed projects shall consequently undertake in the respective Contracts to:

1. comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;
2. implement any environmental and social risks mitigation measures, as identified in the environmental and social assessment (ESA) and further detailed in the environmental, social management plan (ESMP) both generic and specific (as applicable under the project). In addition, the grievance mechanism, workers' health & safety including incident and near-miss reporting, and contractor code of conduct shall also be implemented as stated in the prevailing PATRIP Foundation Environmental and Social Policy as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – Terms of Reference

# Section VII. Terms of Reference

Please see Annex 3. Terms of Reference

PART 3 – Contract Form

# Section VIII. Contract for Consulting Services

*[The Implementing Partner shall attach the Model Contract for Consulting Services and as far as possible define the Payment Conditions contained therein.]*

Between the Implementing Partner and successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.

**CONTRACT**

for Consulting Services dated

[●]

concluded by and between

[●]

*– hereinafter* referred to as the “Employer” –

and

[●]

– hereinafter referred to as the “Consultant” – for

[●]

– hereinafter referred to as the “Project” –

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# **Preamble**

The Employer desires that the consulting services described in more detail in the Special Conditions (hereinafter referred to as the “Services”) be rendered. The Consultant has submitted a bid for these Services.

Now therefore, the Employer and the Consultant (hereinafter referred to as the “Parties”) hereby agree on the following:

# **GENERAL CONDITIONS**

|  |
| --- |
| **1 General Provisions** |
| **1.1****APPLICABLE REGULATIONS** | 1.1.1 The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.The applicable contractual regulations between the Parties (hereinafter referred to as the “Contract”) consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the following contractual annexes:1Annex 1 [Declaration of Undertaking]Annex 2 [Minutes of Negotiation] (if relevant)Annex 3 [Terms of Reference] Annex 4 [Staffing Schedule]Annex 5 [Time Schedule for the Performance of the Services]Annex 6 [Cost Calculation and Invoicing Table]Annex 7 [Form of Advance Payment Guarantee (if relevant)]Furthermore, the PATRIP Foundation Procurement Guidelines apply in the version valid at the time of Contract conclusion (available at www.patrip.org), and form an integral part of the contract, provided and insofar as they contain rules of conduct that need to be taken into account during Contract implementation. |
| **1.2****POINT OF CONTACT** | 1.2.1 The addresses and authorised representatives of the contractual Parties to whom all notifications and performanceagreements are to be served are listed under the Special Conditions (the “Representatives”). If the Consultant does not originate from the Project country, it shall also nominate to the Employer an individual at the Consultant’s place of business who, if the Representative is unavailable, may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard. |
| **1.3****WRITTEN FORM AND LANGUAGE** | 1.3.1 Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the languageagreed in the Special Conditions of this Contract. |
| **1.4****APPLICABLE LAW** | 1.4.1 The Special Conditions contain the law applicable to this Contract. |
| 1 If one or more annexes are not necessary in the specific contract: to maintain the order of the corresponding references, please retain the number of the annexes and insert “not applicable” as the annex text. |
| **1.5****ASSIGNMENT AND SUB- CONTRACTS** | 1.5.1 Due to the high level of technical qualification and the related responsibility, the Consultant is fundamentally not entitled to have obligations arising from this Contract performed by sub- contractors. However, the Consultant may involve a sub-contractor in the performance of the Services on an exceptional basis if the latter possesses the necessary technical qualifications and is explicitly nominated to the Employer in accordance with Item 1.5.2.1.5.2 If the Consultant intends to assign part or all of the contractual Services to others, it shall inform the Employer thereof at least 14 days before signing a corresponding sub- contract. The Employer is entitled to refuse awarding the Services due to a significant reason relating to the person of the sub- contractor. Such a reason shall be deemed to apply if the reliability of the sub-contractor for the performance of the Services is not assured (e.g. in relation to provisions regarding confidentiality and the prevention of a corrupt or fraudulent practice, or in relation to the economic, financial and/or technical performance capacity). Moreover, such a significant reason also applies if the Consultant fails to provide sufficient information to the Employer to permit the Employer to make an adequate appraisal of the suitability and qualifications of the sub-contractor. If the Employer or PATRIP Foundation lawfully rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract.1.5.3 In cases where the Services are sub-contracted, the Consultant’s obligations to fulfil the Contract shall remain unaffected. Any communications between the Employer and the sub-contractor or personnel deployed by the sub- contractor must be conducted only indirectly via the Representative of the Consultant. The Consultant shall ensure that the sub-contractor fulfils all requirements of this Contract, in particular also in relation to confidentiality and the avoidance of corrupt and fraudulent practices. |
| **1.6****TRANSFER OF OWNERSHIP AND RIGHTS OF USE** | 1.6.1 The Consultant shall transfer to the Employer on the date on which any of the following rights arise, and in any event no later than on the date on which they are acquired:1. all transferable rights arising from the Services performed on the basis of this Contract,
2. ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and
3. on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creators of such transferable rights waive their exercise of any such relevant rights.1.6.2 The Consultant shall issue all information requested by the Employer in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective for a period of 24 months even after termination of the Contract. |
| **1.7****RULES OF BEHAVIOUR** | VOID |
| **1.8****CONFIDENTIALITY AND PUBLICATION** | 1.8.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer have authorised disclosure in writing or the information was already in the public domain before the Contract was signed. |
| **1.9****COMPLIANCE OBLIGATIONS OF THE CONSULTANT** | 1.9.1 In the context of their activities on behalf of the Employer, the Consultant, its representatives and its employees shall desist from any Sanctionable Practices (as defined in par. 1.9.4) and, when discharging their obligations under this Contract, shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems.1.9.2 The Consultant assures with its signature that the declarations stated in Annex 1 [Declaration of Undertaking] are accurate and guarantees that it will comply with the obligations and rules of behaviour stated there during the course of the performance of this Contract.1.9.3 With regard to the Employer, the Consultant is obliged:1. to promptly notify and/or to furnish on demand all information and documents for the purposes of the Compliance check, in particular Project-related information of the Consultant and its (sub-)contractors and any other related parties which the Employer may request to fulfil its obligations to prevent any Sanctionable Practice, money laundering and/or terrorism financing,
2. and to inform the Employer in detail immediately and without any request, as soon as it becomes aware of or suspicious about a Sanctionable Practice, money laundering or terrorism financing in relation to the relevant Project.

1.9.4 The following definitions apply to the terms in the provisions above:“Coercive Practice”: the impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influence the actions of a person.“Collusive Practice”: an arrangement between two or more persons designed to achieve an improper purpose, including to influence improperly the actions of another person.“Corrupt Practice”: the promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.“Fraudulent Practice”: any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or other benefit or to avoid a legal obligation.“Obstructive Practice”: (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Employer’s or PATRIP Foundation’s or Donor’s access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.“Person”: any natural person, legal entity, partnership or unincorporated association.“Sanctionable Practice”: any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (in accordance with the definitions in Item 1.9.4) which (i) is illegal according to German law or any other applicable law and which (ii) has or could have a material legal impact or reputational impact on the present Contract for Consulting Services and/or the contractual relations of PATRIP Foundation, regarding which the Consultant has been involved. |
| **1.10****REIMBURSEMENTS** | 1.10.1 All possible reimbursements, insurance payments or similar payments, if any, shall be paid to *[enter project bank account information here which is dedicated for PATRIP funds only]* |
| **1.11****PARTIAL INVALIDITY** | 1.11.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions. |
| **2 The Employer** |
| **2.1****DUTY OF COOPERATION** | 2.1.1 The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, in particular, place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible. |
| **2.2****TAXES** | 2.2.1 Provided and insofar as the Consultant and its expatriate staff are liable to pay taxes, customs duties, contributions or other fees in the country of deployment in connection with the performance of the Services set out in this Contract, said payments being linked to:1. payments to the Consultant or its foreign staff;
2. services which are rendered by the Consultant or its staff;
3. equipment, materials, auxiliary materials required in order to perform the Services;

and insofar as these costs have not already been allowed for in the Order Value according to the Special Conditions and Annex 6 [Cost Calculation and Invoicing Table], on provision of evidence of the corresponding payments the Employer shall include in the final payment to the Consultant a reimbursement for all amounts paid in this regard. |
| **2.3****REMUNERATION** | 2.3.1 The remuneration obligations of the Employer are defined in paragraph 5 [Remuneration]. |
| **3 The Consultant** |
| **3.1****SCOPE OF SERVICES** | 3.1.1 The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 3 [Terms of Reference] in full and on time with the required due care in accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).3.1.2 Any changes to the Services described in paragraph 3.1.1 or the remuneration according to paragraph 5 or changes that affect PATRIP Foundation’s legal position may be agreed only with the previous consent of PATRIP Foundation. |
| **3.2****REPORTING** | 3.2.1 The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information on the order available upon request. In the case of longer assignments, the Consultant shall submit regular reports in accordance with the provisions in the Special Conditions. In special circumstances, the Employer may exceptionally request information outside the applicable provisions, insofar as the Employer has a justified interest in doing so. On completion of the Services, the Consultant will draw up a final report for the entire completion period. It shall document its work, the course of the Project and the decisions made in a transparent manner.3.2.2 The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of PATRIP Foundation. |
| **3.3****DEPLOYMENT OF STAFF** | 3.3.1 Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Staffing Schedule]. The following provisions 3.3.2 and 3.3.3 shall then apply.3.3.2 If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.3.3.3 The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the Project country. |
| **3.4****TIME AND PLACE OF THE PERFORMANCE OF SERVICES** | 3.4.1 The place of performance of the Services is always subject to the decision of the Consultant, unless the place of performance of the Services is determined inevitably by the nature of the due Service. |
| **3.5****PROJECT-SPECIFIC PROVISIONS** | 3.5.1 Annex 4 [Project-specific Provisions] contains the specific project-related features of the Project and the Services affecting the Consultant if such arrangements are made by the Parties. |
| **4 Commencement, Completion and Amendment of the Services** |
| **4.1****COMMENCEMENT AND COMPLETION** | 4.1.1 The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].4.1.2 Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of explicit, written notification from the Employer. |
| **4.2****PENALTIES FOR DELAYS** | 4.2.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period due to reasons it must warrant, the Employer shall be authorised to inflict a penalty of 0.5 % of the Order Value for every week of delay, subject to a cap of 8 % of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected. |
| **4.3****FORCE MAJEURE** | 4.3.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. “Force Majeure” means any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency. This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German citizens to leave the Project country or Project region.4.3.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure.4.3.3 If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither Party shall make any further claims.4.3.4 Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption. |
| **4.4****TERMINATION** | 4.4.1 The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.4.4.2 The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case, it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of wilful actions or omissions.4.4.3 Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2, the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.4.4.4 The Employer may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.4.4.5 In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer. |
| **4.5****TERMINATION WITHOUT NOTICE** | 4.5.1 If it is proven that the Consultant has breached paragraph 1.9 [Compliance Obligations of the Consultant] or that the Declaration of Undertaking in Annex 1 is untrue or will become so, the Employer may – notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system – terminate this Contract in writing without observing a period of notice. This applies also to an abuse of power in accordance with paragraph 1.7.5. |
| **5 Remuneration** |
| **5.1****REMUNERATION OF THE CONSULTANT** | 5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 6 [Cost Calculation and Invoicing Table] contains a detailed breakdown. |
| **5.2****TERMS OF PAYMENT** | 5.2.1 The Employer shall pay the Consultant’s remuneration and value-added tax, if any, to the account named in Annex 2 [A-Basic data] according to the following schedule:1. An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
2. Instalments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.
3. The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable), and approval of the final report by the Employer. In the case of inadequate performance, the Employer is entitled to a reasonable reduction of the final payment.

Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 7. Such guarantee shall be provided as a bank guarantee in favor of the Employer as beneficiary. It must be acceptable to the Employer. The original of the guarantee shall be sent to the Employer.5.2.2 Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer. |
| **5.3****AUDITING** | 5.3.1 For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall retain all settlement-related documents for five (5) years and authorises the Employer and PATRIP Foundation and Donors to audit these at any time. |
| **6 Liability** |
| **6.1****LIABILITY OF THE CONSULTANT** | 6.1.1 The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of paragraph 3 [The Consultant]. It is likewise liable for its sub-contractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two previous sentences shall not apply for premeditation and gross negligence. |
| **6.2****LIABILITY OF THE EMPLOYER** | 6.2.1 The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected. |
| **7 Insurance** |
| **7.1****INSURANCE** | 7.1.1 For the term of the Contract, the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. On request by the Employer, the Consultant shall present proof of this insurance. |
| **8 Disputes and Arbitration Procedure** |
| **8.1****ARBITRATION PROCEDURE** | 8.1.1 If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions. |

# **SPECIAL CONDITIONS**

(The references refer to the respective paragraphs in the General Conditions)

Preamble

Project: .

**Ad 1.1** **Applicable Regulations**

Annex 2 is sub-divided into A-Basic data, B-Offer sheet, C-Offer sheet options, D-Model invoice and E-Accounts sheet

**Ad 1.2** **Contractual Parties and Contacts**

The Employer’s contact person is [●]

Postal address [●]

Email: [●]

Tel.: [●]

The Consultant is

The Consultant’s contact person (including in emergencies and crises) is:

Address of the Consultant:

Postal address:

Email:

Tel.:

**Ad 1.3 Language**

The language of this Contract shall be the language used in the Special Conditions.

**Ad 1.4 Applicable Law**

Law of PLEASE INSERT COUNTRY NAME, as far as applicable.

**Ad 3.1 Scope of Services to be Performed/Authority**

The contractual services of the Consultant consist of [●].

The contractual services of the Consultant are detailed in Annex 3 [Terms of Reference].

**Ad 3.2 Reporting by the Consultant**

[●] Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract.

Annex 3 [Terms of Reference] contains the relevant reporting specifications.

**Ad 3.3 Key Staff**

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its Services.

**Ad 4.1 Commencement and Completion**

**Day of commencement:** The date of commencement is [●]. / The date on which execution shall be commenced is [●] weeks after the day on which the Contract comes into force.

**Completion date:** The date of completion is [●]. / The completion period shall be [●].

Annex 3 [Terms of Reference] contains the date of commencement and date of completion.

Annex 4 [Project-specific Provisions] contains a detailed time schedule.

**Ad 5.1 Remuneration**

***Article 1 Order Value***

For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of in

Xxxxxxx EUR

(in words:\_\_\_\_\_\_\_\_\_\_)

(“Order Value”)

The Order Value consists of the items listed in greater detail in Annex 2 [B-Offer sheet]. Annex 2 forms an integral part of these Special Conditions.

***Article 2 Settlement***

The Order Value stated in Annex 2 [B-Offer sheet] covers, with the exception of the contingency fund to be settled separately (where applicable), the final settlement of all claims of the Consultant arising from the Contract, regardless of the Consultant’s actual expenditure.

***Article 3 Plane Tickets***

VOID

***Article 4 Option***

VOID

**Ad 5.2 Terms of Payment**

Article 1 Differing Terms of Payment

Ad 5.2.1: The advance payment shall be made within a period of 30 calendar days after entry into force of this Contract and receipt of the advance payment guarantee by the employer, if applicable.

Ad 5.2.2: Payments are made within a period of 30 calendar days after receipt of the invoice by Employer.

***Article 2 Breakdown of Payments***

The Consultant’s remuneration is paid as follows:

The Consultant’s remuneration is paid as follows:

Advance payment: Amount as per item 8, Annex 2 [B-Offer Sheet] Interim payment:

Number of interim payments and amounts as per item 9, Annex 2 [B-Offer Sheet] after presentation of corresponding invoices [and proofs of performance, if appropriate].

Final payment: Amount as per item 10, Annex 2 [B-Offer sheet] against presentation of an invoice and after approval of the final report by the employer.

***Article 3 Settlement of Special Costs***

1. VOID

***Article 4 Invoicing***

The Consultant’s invoices must fulfil the minimum statutory requirements. They are to be addressed to the Employer and should substantially comply in terms of form and content with the model appended in Annex 2 [D-Model invoice].

**Ad 8.1 Arbitration Procedure**

VOID

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(on behalf of the Employer) (on behalf of the Consultant)

(place, date)

**List of Annexes**

**[*Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.*]**

|  |  |
| --- | --- |
| **Annex no.** | **Title** |
| 1 | Declaration of Undertaking |
| 1.1 | Declaration of tax conformity – binding confirmation for legal persons |
| 1.2 | Declaration of tax conformity – binding confirmation for natural persons |
| 2 | Minutes of Negotiation (if relevant) |
| 3 | Terms of Reference |
| 4 | Staffing Schedule |
| 5 | Time Schedule for the Performance of the Services |
| 6 | Cost Calculation and Invoicing Table |
| 7 | Form of Advance Payment Guarantee (if relevant) |

**Annex 1**

Declaration of Undertaking

Reference name of the Application/Offer/Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Contract**")[[7]](#footnote-8)

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**"Implementing Partner"**)

1. We recognise and accept that KfW[[8]](#footnote-9) (via PATRIP Foundation) only finances projects of the Implementing Partner (“IP”)[[9]](#footnote-10) subject to its own conditions which are set out in the Funding Agreement it has entered into with PATRIP Foundation which has entered into a Funding Agreement with the IP. As a matter of consequence, no legal relationship exists between KfW or PATRIP Foundation and our company, our Joint Venture[[10]](#footnote-11) or our Subcontractors under the Contract. The IP retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the IP's country;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the IP or a shareholder controlling the IP, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to their satisfaction;

3.2) having a business or family relationship with a IP's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the IP;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the IP;

3.5) in the case of procurement of Works, Plant or Goods:

1. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
2. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the IP, which will inform KfW (and PATRIP Foundation), any change in situation with regard to points 2 to 4 here above.
5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[[11]](#footnote-12) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the IP and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the IP and PATRIP Foundation and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the IP, PATRIP Foundation and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[12]](#footnote-13):

Signature: Dated:

**Annex 1.1**

**Declaration of tax conformity – binding confirmation for legal persons**

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.............................. ................... .......................................................
(Place) (Date) (Name of the consultant)

 ....................................................... (Signature(s))

**Annex 1.2**

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.............................. ................... .......................................................
(Place) (Date) (Name of the person)

 ....................................................... (Signature)

**Annex 2**

**Minutes of Negotiation (if relevant)**

**Annex 3**

**Terms of Reference**

**Annex 4**

**Staffing Schedule**

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)

**Annex 5**

**Time Schedule for Performance of the Services**

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)

**Annex 6**

**Cost Calculation and Invoicing in *[EUR preferably]***

|  |
| --- |
| **Detailed Cost Calculation – Fees, Transport, Logistics** (for information only not basis for payments) |
| **1. Foreign Staff Cost**  | **Unit** | **Quantity** | **Lump sum unit rate** | **Contract amount** |
| 1.1 NN (e.g. Team Leader) | month | ... |  |  |
| 1.2 NN | month | ... |  |  |
| 1.3 … | month | … |  |  |
| **Sub-total Foreign staff** |  |
| **2. Local Staff Cost** (incl. allowances and accommodation, see explanation) |
| 2.1 NN | month | ... |  |  |
| 2.2 ... | month | ... |  |  |
| **Sub-total Local staff** |  |
| **3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff** |
| 3.1 Allowance, accommodation - Long-term staff | month | ... |  |  |
| 3.2 Allowance, accommodation - Short-term staff | month | ... |  |  |
| **Sub-total Allowance and accommodation** |  |
| **4. International Travel** |
| 4.1 International return flights  | flight | ... |  |  |
| 4.2 Complementary travel costs | flight | … |  |  |
| 4.3 …. other international flights | flight | … |  |  |
| **Sub-Total International flights** |  |
| **5. Local Travel & Transport Cost** |
| 5.1 Vehicle lease/rent or use of own vehicles | month | ... |  |  |
| 5.2 Vehicle O&M incl. driver, assurance, repairs | month | ... |  |  |
| 5.3 Other local transport (short-term, peak) | day | … |  |  |
| 5.4 Local flights  | flight | ... |  |  |
| **Sub-total Local transport** |  |
| **6. Project Office**  |
| 6.1 Office rent | month | ... |  |  |
| 6.2 Office operation  | month | ... |  |  |
| **Sub-total Project office** |  |
| **7. Reports and Documents** |
| 7.1 ... (Type of reports/documents to be stated) | /doc | ... |  |  |
| 7.2 ... | ... | ... |  |  |
| **Sub-total Reports and documents** |  |
| *If 8. /9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)* |  |
| **Total – Lump Sum Services** |  |

 **Annex 7**

**Advance Payment Guarantee**

**Beneficiary:** *[Insert name and Address of Employer]*

**Date of issue:** *[Insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]7*, representing *[insert percentage in words and figures] percent* of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by usof the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above-mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[enter project bank account information here which is dedicated for PATRIP funds only]*

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Guarantor hereunder and expire not later than *[insert expiry date].*

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

|  |  |  |
| --- | --- | --- |
| Place, date |  | Guarantor’s authorised signature(s) |

1. Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “*Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-2)
2. To be adapted throughout the document in case of other donor institution. [↑](#footnote-ref-3)
3. The IP means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. [↑](#footnote-ref-4)
4. For cases in which a Joint Venture submits an offer, a “Letter of intent” or a copy of an existing Joint Venture agreement is requested as part of the offer. [↑](#footnote-ref-5)
5. In case ILO conventions have not been fully ratified or implemented in the Implementing Partner’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Implementing Partner, the PATRIP Foundation and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-6)
6. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder. [↑](#footnote-ref-7)
7. Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “*Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-8)
8. To be adapted throughout the document in case of other donor institution. [↑](#footnote-ref-9)
9. The IP means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. [↑](#footnote-ref-10)
10. For cases in which a Joint Venture submits an offer, a “Letter of intent” or a copy of an existing Joint Venture agreement is requested as part of the offer. [↑](#footnote-ref-11)
11. In case ILO conventions have not been fully ratified or implemented in the Implementing Partner’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Implementing Partner, the PATRIP Foundation and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-12)
12. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder. [↑](#footnote-ref-13)