Global Shield
Solutions Platform



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THE GAMBIA

Contributions by

Federal Ministry for Economic Cooperation and Development

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THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG
Ministry of Foreign and European Affairs
Directorate of Development Cooperation and Humanitarian Affairs

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Global Shield against Climate Risks

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Section 0 - Letter of Invitation

To: Prospective Applicants

Ref: GSSP/FS/2609 /
Call for Proposals – Independent Technical Assessment of
The Gambia's ARC Sovereign Drought Insurance Coverage

Date: 26.11.2026

1. The Ministry of Finance and Economic Affairs of The Gambia (hereinafter referred to as "**MoFEA**" or the "**Recipient**") has obtained financing from the Global Shield Solutions Platform (GSSP), managed by Frankfurt School of Finance & Management gGmbH (FS), in the form of a financial contribution (hereinafter referred to as the "**Grant**") for **technical assistance under the GSSP Country Support Package for The Gambia** (the "**Project**"). The Recipient, also acting as and hereinafter referred to as the "**Contracting Authority**", intends to apply a portion of the proceeds of this Grant to eligible payments under the contract for which this Request for Proposals is issued..

2. Payments by FS/GSSP will be made on behalf of the Contracting Authority, subject to the approval of FS/GSSP and in accordance with the terms and conditions of the applicable financing agreement. No party other than the Contracting Authority shall derive any rights from the financing agreement or have any claims to the proceeds of the Grant.

3. The Contracting Authority, with procurement administration support from FS/GSSP, hereby invites the submission of Proposals for the provision of the following consulting services (hereinafter referred to as the "Services"): Independent Technical Assessment of the Calibration and Historical Trigger Performance of The Gambia's African Risk Capacity (ARC) Sovereign Drought Insurance Coverage. The assignment includes an assessment of the product's fitness for purpose, historical trigger performance, potential basis risk, and recommendations for its future use and positioning within The Gambia's disaster risk financing framework. Further details of the Services are provided in the Terms of Reference (Section II).

4. A Consultant shall be selected through a **Single Stage with Quality and Cost-Based Selection (QCBS), subject to a fixed maximum budget ceiling**.

5. This Single Stage Selection procedure will be a three-envelope selection in which the Qualification Documents, the Technical and the Financial Bid shall be submitted at the same time in three envelopes. The evaluation process applied will be as follows:
   - an assessment of the Qualification Documents against the pass / fail qualification criteria, leading to the qualification of any Bidder who complies with these criteria.
   - the evaluation of the Technical Bid followed by evaluation of the Financial Bid for those bidders who score 70% or more in the evaluation of the Technical Bid, and
   - the selection of the successful bidder based on the highest technical score (Fixed Budget Selection).

6. The Single Stage Selection document includes the following Sections:

   Section I – Instructions to Consultants (ITC)
   Section II – Terms of Reference
   Section III – Data Sheet
   Section IV – Qualification Document – Standard Forms
   Section V – Technical Bid - Standard Forms
   Section VI – Financial Bid - Standard Forms
   Section VII – Eligibility Criteria
   Section VIII – Policy – Sanctionable Practice – Social and Environmental Responsibility
   Section IX – Conditions of Contract and Contract Form

7. The deadline for the single-stage Call for Proposals is **31 December 2026**.

8. Further details on Proposal preparation and submission are provided in the Data Sheet (Section III).

   Yours sincerely,
   FS/GSSP Team

Section I - Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Contracting Authority named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet.**

1.2 Throughout these Request for Proposal the following definitions apply:

a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer'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.

c) "Bidders(s)" means an entity or an association of entities (JV) that submits a Proposal as specified hereunder.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Contracting Authority under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.

e) "Contract" means a legally binding written agreement signed between the Employer 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).

f) "Contracting Authority" means the contracting party that legally concludes the Contract for the Services with the selected Consultant.

g) "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.

h) "Day" means a calendar day.

i) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

j) "Government" means the government of the Contracting Authority 's country.

k) "ITC" (Section I of this Call for Proposals (CFP)) means the Instructions to Consultants that provides prospective applicants with all information needed to prepare their Proposals.

l) "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 Contracting Authority for the performance of the Contract.

m) "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**.

n) "Proposal" means the entire package of documents required in response to this call for proposals, including the Qualification Document, the Technical Bid and Financial Bid, compiled in accordance with the instructions in the Data Sheet

o) "Services" means the work to be performed by the Consultant pursuant to the Contract.

p) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Contracting Authority during the performance of the Contract.

q) "TOR" (Section II of this CFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Contracting Authority and the Consultant, and expected results and deliverables of the assignment.

1.3 The Contracting Authority invites prospective applicants to submit documents that demonstrate that they comply with the qualification requirements described in section ITC 22.1 and the **Data Sheet** (Section III), and simultaneously to submit a Technical Bid and a Financial Bid 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.

1.4 The Consultants should familiarise themselves with the local conditions and take them into accounting 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.

1.5 The Contracting Authority will 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.

2. Source of Funds, Responsibilities

2.1 The Contracting Authority, as indicated in the Data Sheet, has applied for or received financing (the "Funds") from Frankfurt School of Finance & Management gGmbH, acting as grant administrator and manager of the Global Shield Solutions Platform initiative ("FS/GSSP"), towards the cost of the project identified in the Data Sheet. The Contracting Authority intends to apply a portion of these Funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Contracting Authority. FS shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. FS exercises its monitoring function on the basis of the arrangements with the Contracting Authority detailing the requirement for FS's approval and no objection.

3. Sanctionable Practice

3.1 FS/GSSP requires compliance with the policyin regard to Sanctionable Practice as defined and set forth in Section VIII.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit FS/GSSP or an agent appointed by FS/GSSP 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 FS.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 Unless otherwise stated in the **Data Sheet**, a Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture ("JV")under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorised representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorisation shall be in the form of a written power of attorney attached to the application letter in the qualification Document. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 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.

4.3 Eligibility criteria to bid are described in Section VII, Eligibility Criteria.

4.4 This tendering procedure is open to all Bidders who meet the qualification requirements set out in ITC 22.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Contracting Authority, as specified in ITC 4.3 or as the Contracting Authority shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the FS/GSSP may have their origin in any country subject to the restrictions specified in Section VII, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Contracting Authority's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Contracting Authority's interests paramount, strictly avoiding conflictswith other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

a) are an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflictof interest has been broughtto the attention of FS/GSSP and has been fully resolved to the satisfaction thereof;

b) have a business or a familyrelationship with a Contracting Authority's staff involvedin the tender processor the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of FS/GSSP and resolved to its satisfaction;

c) 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 Contracting Authority;

d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the Contracting Authority;
e) 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 projector 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.
f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Contracting Authority, and are or were able in this connection to influence the award of contract.
g) 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.

5.3 The Consultant has an obligation to disclose to the Contracting Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Contracting Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 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 Contracting Authority shall indicate in the **Data Sheet** and make available to all prospective applicants together with this CFP 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

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the CFP in detail.
7.2 A substantially responsive bid is one that conforms to the terms, conditions, and specifications of the CFP without material deviation or reservation which are likely to jeopardise the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC. A material deviation or reservation is one that:

a) affects in any substantial way the scope, quality, or performance of the Services; or
b) limits in any substantial way, inconsistent with the CFP, the Contracting Authority's rights or the Consultant's obligations under the Contract; or
c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Contracting Authority.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Contracting Authority is not bound to acceptany 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.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Contracting Authority, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listedin the **Data Sheet**.
10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form 1, Section IV.
10.3 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 VI).

11. Only One Proposal, Sub- Consultants, Key Experts

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be rejected. Sub-consultants may participate in more than one Proposal unless otherwise stipulated in the **Data Sheet**.
11.2 Individuals (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless circumstances justify, and if stated in the **Data Sheet.**

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal Submission Deadline. 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.

12.2 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 to or better than the qualification of the initialcandidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of Validity Period

12.3 The Contracting Authority will make its best effort to complete the evaluation within the **Proposal**'s validity period. However,should the need arise, the Contracting Authority may request, in writing, all Consultants who submitted Proposals prior to the Proposal Submission Deadline to extend the Proposals' validity period.

12.4 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.

12.5 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

12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Contracting Authority.

12.7 The replacement Key Expert shallhave 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.

12.8 Substitution requests shallnot delay the evaluation process.

Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.

13. Clarification and Amendment of CFP

13.1 The Consultant may request clarification of any part of the CFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, and by electronic means, to the Contracting Authority as indicated in the Data Sheet. The Contracting Authority will respond as indicated in the **Data Sheet** and will send written copies of the response (including an explanation of the query but without identifying its source) to all prospective applicants not later than ten (10) days prior to the Proposal Submission Deadline. Should the Contracting Authority deem it necessary to amend the CFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the Proposal Submission Deadline, the Contracting Authority may amend the CFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prospective applicants and will be binding on them.

13.1.2 If the amendment is substantial, the Contracting Authority may extend the Proposal Submission Deadline to give the prospective applicants reasonable time to take the amendment into account in their Proposals.

13.2 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 Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Contracting Authority may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Contracting Authority's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.2 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at leastthe minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Contracting Authority shall adjust the respective Financial Proposal to make itcomparable with the other Proposalsin accordance with the method in the **Data Sheet**.

14.1.3 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Qualification Document Format and Content

15.1 The Qualification Document shall not include any financial information save for the Financial Capability Statement in Section III. A Qualification Document containing material financial information shall be declared non- responsive.

15.2 The Qualification Document shall comprise the documents listed in ITC 10.1, **Data Sheet** and using the standardforms provided in this CFP.

16. Technical Bid Format and Content

16.1 The Technical Bid shall not include financial information. A Technical Bid containing material financial information shall be declared non-responsive.

16.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section II). Only one CV shall be submitted for each Key Expert position.

16.3 The Technical Bid shall be prepared using the Standard Forms provided in Section V of this CFP.

17. Financial Bid

17.1 The Consultant shall submit a Financial Bid based on the requirement as described in the TOR (Section II) and taking into account 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 Bid. The Financial Bid shall contain the information and be structured as detailed in Section VI.

Price Adjustment

17.2 For assignments with a durationexceeding 36 months, a price adjustment provision for foreign and/orlocal inflation for remuneration rates may apply in line with the provisions stated in the **Data Sheet**.

Taxes

17.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Contracting Authority's country, unless they are exempted from such payments. The detailsof the applicable regime are indicated in the **Data Sheet**. In any case, taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Expertsoutside the Contracting Authority's countryshall be considered to be included in the overhead fees.

Currency of Proposal

17.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment and Payment Conditions

17.5 Payments under the Contract shall be made in the currency in which the price is requested in the Proposal.

17.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per the model Contract for consulting services attached under Section IX, if not otherwise stated in the **Data Sheet**.

Contributions by the Employer

17.7 The Consultant shall assume in the financial bid that the Contracting Authority shall make the following contributions:

- 17.7.1 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;
- 17.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;
- 17.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;
- 17.7.4 provide other contributions as stipulated in the **Data Sheet**.

C. Submission, Opening and Evaluation

18. Submission, Sealing, and Marking of Proposals

18.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10. The submission shall be done as stipulated in the **Data Sheet**.

18.2 The authorised representative of the Consultant according to ITC 4.1. shall sign the submission letters in the required format for both the qualification document, Technical Bid and the Financial Bid.

18.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorised representative according to ITC 4.1, who has a written power of attorney from each member signed by the member's authorised representative and attached to the Technical Bid.

18.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialised by the persons signing the Proposal.

18.5 The Qualification Document, the Technical Bid, and the Financial Bid shall be submitted in the manner specified in the **Data Sheet**. The Consultant shall ensure that the documents are clearly identifiable and appropriately labeled.

18.6 The Qualification Document and the Technical Bid shall be submitted together and shall be clearly marked "Qualification Document and Technical Bid", followed by the name of the assignment, the reference number, and the name and address of the Consultant.

18.7 The Financial Bid, if required and as requested under the **Data Sheet** for the applicable selection method, shall be submitted separately and shall be clearly marked "Financial Bid", followed by the name of the assignment, the reference number, and the name and address of the Consultant. It shall also clearly indicate that it is not to be opened together with the Technical Bid.

18.8 All submissions shall include the submission address, the CFP reference number, the name of the assignment, and the Consultant's name, and shall clearly indicate that they relate to the Proposal submission.

18.9 If the Proposal is not submitted in the manner required, or if the submitted documents are not clearly marked as specified, the Contracting Authority shall assume no responsibility for any misplacement, loss, or premature opening of the Proposal.

18.10 The Proposal or any modification thereto must be sent as indicated in the **Data Sheet** and must be received no later than the Proposal Submission Deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or modification received after the Proposal Submission Deadline shall be declared late and rejected. The timely receipt of the Proposal by the date and time indicated in the Data Sheet shall be decisive for timely submission.

19. Confidentiality

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Contracting Authority on any matter related to its 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 partynot officially concerned with the processuntil the Contract is awarded.

19.2 Any attempt by potential or actual applicants or anyone on behalf of the applicant to influencethe Contracting Authority improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

20. Opening of Qualification Document and Technical Bids

20.1 The Contracting Authority's evaluation committee shall proceed with the opening of the Proposals shortly after the Proposal Submission Deadline, as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 20.4.

20.2 The evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. The opening of Proposals shall be done by the tender agent in the presence of a witness, and both shall sign the opening protocol as per ITC 20.4

20.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 24.

20.4 At the opening of the Qualification Document and Technical Bids the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Bid Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Bid; (iii) the presence or absence of the Declaration of Undertaking (Section IV Form 1), (iv) 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.

21. Proposals Evaluation

21.1 The evaluation of the Qualification Document and Technical Bid shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 20.2.

21.2 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 12.6. While evaluating the Proposals, the Contracting Authority will conduct the evaluation only on the basis of the submitted Proposal documents.

21.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be includedin the technical and financialevaluation, unless otherwise explicitly stated in the **Data Sheet**.

21.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

22. Evaluation of Qualification Documents

22.1 The Contracting Authority shall reject an Application that is not substantially responsive to the qualification requirements of this CFP. In particular, an Application failing to demonstrate that the Applicant fulfils the technical and financial capability requirements set out in the **Data Sheet** or lacking the following documents shall be considered not substantially responsive:

a) Declaration of Undertaking (Form 1)
b) Declaration on Conflict of Interest (Form 2)
c) If the Bidder is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
d) Financial Capability Statements and supporting documentation as required (Form 4)
e) Project Experience (Form 5)
f) Personnel Overview (Form 6)
g) Power(s) of Attorney authorizing the representative of the Bidder

22.2 The Contracting Authority shall evaluate substantially responsive Qualification Documents in terms of the qualification criteria indicated in the **Data Sheet**.

22.3 The Contracting Authority shall reject an Application if it has determined that the Qualification Document is not responsive in accordance with ITC 22.1 or 22.2.

23. Evaluation of Technical Bids

23.1 The Contracting Authority shall evaluate all Technical Bids of Bidders with substantially responsive Qualification Documents.

23.2 The Contracting Authority shall evaluate the Technical Bids on the basis of the criteria and point system set out in the Data Sheet. Each responsive 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 of 75 % of the maximum score. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

23.3 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

a) 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.

b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.

c) 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.

d) 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.

e) 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

24. Opening and Evaluation of Financial Bids

24.1 The Financial Bids of those Consultants which have achieved the minimum score in accordance with ITC 23.2 shall be opened. The Financial Bids of those Consultants below the minimum score shall not be opened and shall be returned unopened after the selection process is completed and the Contract signed with the winning bidder.

24.2 The opening of the Financial Bids shall be done in accordance with ITC 20.2 and ITC 20.4.

25. Evaluation of Financial Bids

25.1 The Financial Bids shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

25.2 If a Time-Based contract form is included in the CFP, the Contracting Authority's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the CFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Bids in indicating quantities of input, the Technical Bid prevails and the Contracting Authority's evaluation committee shall correct the quantification indicated in the Financial Bid so as to make it consistent with that indicated in the Technical Bid, apply the relevant unit price included in the Financial Bid to the corrected quantity, and correct the total Proposal cost.

Lump sum contracts

25.3 If a Lump-Sum contract form is included in the CFP, the Consultant is deemed to have included all prices in the Financial Bid, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 26 below, specified in the Financial Bid (Form FIN-1) shall be considered as the offered price.

25.4 Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the CFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.

25.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time-Based remuneration (i.e. project supervision), corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 25.2 and ITC 25.3.

26. Taxes

26.1 The Contracting Authority's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Contracting Authority's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

27. Conversion to Single Currency

27.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**, if not otherwise specified in therein.

28. Combined Evaluation of Technical and Financial Bids

28.1 The Proposal Score will be calculated as per the formula and instructions in the **Data Sheet**.

28.2 A combined evaluation report shall be established with the result of the qualification as well as the technical and financial proposal evaluation. The Bidder with the highest Proposal Score shall be declared the winner and invited for negotiations.

29. Contracting Authority's Right to Reject All Proposals

29.1 The Contracting Authority 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

30. Negotiations

30.1 The Contracting Authority shall conduct contract negotiations and, as defined in the **Data Sheet**, initiate the necessary compliance checks with the Consultant who has attained the highest Proposal Score in accordance with ITC 28.2. Consultant shall be obliged to provide such documents.

30.2 The Contracting Authority shall prepare minutesof negotiations, which shall be signed by the Contracting Authority and the Consultant's authorised representative.

Availability of Key Experts

30.3 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 12.2 of the ITC. Failureto confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Contracting Authority shall proceed to negotiate the Contract with the next- ranked Consultant.

30.4 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 of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical Negotiations

30.5 The scope of the contract negotiations shall be limited to the following points:

a) clarifying the work and the methodsto be used, where necessaryadjusting the staffing schedule;
b) clarifying any counterpart services to be provided by the Contracting Authority

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial Negotiations

30.6 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.

30.7 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 IX. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

31. Conclusion of Negotiations

31.1 The negotiations are concluded with a review of the finalised draft Contract, which then shall be signed by the Contracting Authority and the Consultant's authorised representative.

31.2 If the negotiations fail, the Contracting Authority 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 Contracting Authority 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 Contracting Authority commences negotiations with the next-ranked Consultant, the Contracting Authority shall not reopen the earlier negotiations.

32. Award of Contract, Information of Consultants

32.1 After completing the negotiations with the Consultant, the Contracting Authority shall promptly inform all shortlisted 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 of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

32.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Contracting Authority, the Contracting Authority 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.

32.3 Subject to FS/GSSP's no-objection to the draft Contract,the Contracting Authority 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 - Terms of Reference (ToR)
Assessment of Sovereign Drought Risk Transfer Options and Review of ARC Sovereign Drought Product for The Gambia

Background

The Gambia is highly vulnerable to climate-related shocks, particularly droughts, floods, and windstorms. Drought remains one of the most significant hazards in terms of affected population, food security impacts, livelihood disruption, and fiscal response needs. The Government of The Gambia has participated in the Afri-can Risk Capacity (ARC) sovereign drought risk pool since 2015, though participation has not been continuous and questions have arisen regarding the adequacy of coverage, trigger calibration, affordability, and the posi-tioning of ARC within the broader disaster risk financing architecture.

The Global Shield Solutions Platform (GSSP) Country Support Package for The Gambia includes support under the area “Sovereign Risk Transfer and National Disaster Fund” for the assessment and strengthening of sovereign risk transfer instruments. A specific activity under this support area foresees a focused study to assess the design of The Gambia’s existing and past sovereign drought insurance, including the sound posi-tioning of the product in the national risk stack and the assessment of trigger and near-trigger events, in order to inform future decisions on sovereign drought risk transfer.

This assignment is expected to provide an independent and decision-oriented technical review of the ARC sovereign drought product as relevant to The Gambia. The work is intended to support the Government of The Gambia and GSSP in determining whether, and under what conditions, ARC sovereign drought coverage re-mains appropriate, how it may need to be refined, and how it should be positioned alongside other disaster risk financing instruments.

Objective and Purpose of the Work

The objective of the assignment is to provide an independent technical assessment of the calibration and performance of The Gambia’s existing and past ARC sovereign drought insurance coverage and to generate practical recommendations for the future use, refinement, or complementarity of sovereign drought risk transfer in The Gambia.

More specifically, the assignment shall:

- provide a technical evaluation of the parametric drought index insurance offered by ARC to The Gambia to assess the fitness for purpose of the Gambia customisation and explore the feasibility of such an insurance in The Gambia;
- quantitatively evaluate the historical performance of the product’s trigger in all applicable past seasons;
- technically assess the product in the context of reducing the likelihood of basis risk events or mismatch between modelled outcomes and observed impacts or response needs; recognising that the product covers rainfall-driven agricultural drought on a reference crop(s);
- provide practical recommendations for the future use and refinement of ARC sovereign drought coverage in The Gambia, its positioning alongside other disaster risk financing instruments, including im-plications for future premium support, without any assessment of ARC Ltd’s pricing.

The assignment does not constitute a review, validation, audit or redesign of the underlying Africa RiskView (ARV) model or model code or ARC Ltd’s underwriting and pricing framework. It excludes any review of ARC’s pricing methodology, technical rates, loadings or rate on line.

Scope of Work

The consultant or consultant firm (the Consultant) shall undertake the tasks set out below. The assignment is intended to be focused, proportionate to the available budget, and based primarily on existing data, documentation, and stakeholder consultations. The consultant shall highlight the limitations of the assignment. In view of the centrality of the trigger analysis, the consultant is expected to devote approximately 60-70 percent of the total effort to Task 3. The Consultant shall propose a detailed methodology in the inception report, including the proposed analytical scale (local, regional, or national), which shall depend on data availability and data quality. GSSP and relevant Government counterparts, with technical input from ARC Agency and ARC Ltd, will review the inception report and provide guidance before the consultant proceeds with the main analysis.

Task 1 - Review of Country Context and Product Set-up (10%)

The Consultant shall review the role of drought in the context of The Gambia's risk profile and fiscal response needs, and document the key features of the sovereign drought insurance coverage purchased historically and currently by The Gambia, including its significance in the risk stack. This task shall remain deliberately concise and should draw on Africa Risk View (ARV) reports and existing work already undertaken under the Global Shield stocktake and the CDP diagnostic, rather than repeating it. Conclusions of prior diagnostics on ARC trigger performance shall be treated as context only and shall not be adopted without re-examination under the benchmarking principles set out in Task 3.

This task shall include, at minimum

- a concise overview of drought risk and its relevance for public response financing in The Gambia;
- a summary of The Gambia's participation in ARC across relevant policy cycles;
- documentation of the reasons for any interruptions in ARC participation, to the extent information is available, and the conditions under which coverage was subsequently resumed;
- documentation of the main contract parameters and customisation features for the relevant ARC pools/policy years, to the extent data are available; and
- a brief review of the intended role of ARC within the broader national disaster risk financing framework, including linkages to contingency planning, ARC Replica, national funds, adaptive social protection, and other relevant instruments.

Task 2 - Assessment of Product Design and Trigger Calibration (20%)

The Consultant shall assess the technical adequacy of the ARC sovereign drought product as applied to The Gambia, focusing on the approach used by ARC and the in-country Technical Working Group (TWG) in setting and adjusting the relevant parameters and on how well those parameters fit the underlying drought risk. The assignment is not intended to be a review, validation or redesign of the underlying ARC model code itself.

This task shall include, at minimum

- review of the parameter-setting approach used by ARC and the TWG for The Gambia, including the selected Water Requirement Satisfaction Index (WRSI) / ARV customisation parameters, relevant trigger configuration(s), and the rationale for any material adjustments across policy cycles. Where relevant, the analysis should also consider the use of a groundnut land-use map and related spatial layers, as groundnut is the reference crop for the ARC product in The Gambia;
- review of key contract parameters, including risk period, attachment/exhaustion logic, maximum payout, and trigger structure, in terms of their alignment with the Government response objectives and risk appetite. These parameters are selected by the Government and shall be assessed as Country choices;
- assessment of whether the selected product design is suitable for the country context and intended use;
- assessment of the impact of material changes made by the country TWG in parameters across policy cycles, where applicable; and
- review of the extent to which the product design is aligned with the intended response objective and target population

The analysis shall focus on fitness for purpose and decision relevance. The assignment excludes any actuarial pricing review. The Consultant shall not review or comment on ARC's pricing methodology, technical rates, expected loss loadings or rate on line.

Task 3 - Trigger and Near-Trigger Event Analysis (60%)

The Consultant shall analyse relevant trigger and near-trigger seasons in The Gambia across all applicable policy years, with this task constituting the core analytical component of the assignment. Where feasible and decision-useful, the analysis may include a limited comparative lens with Senegal. The consultant should also propose in the inception report the precise analytical approach, including the statistical tests and comparison metrics that are feasible given the available data.

This task shall include:

- review of chosen ARV / WRSI customisation parameters for The Gambia across all available risk pools and policy years, including any adjustments made by the TWG, and their impact on modelled results (estimated population affected / response cost);
- identification of relevant seasons for review and, where relevant, testing of multiple trigger specifications (for example, alternative WRSI settings and, if applicable, rangeland / VCI triggers);
- analysis of ARC / ARV outputs for those seasons, to the extent accessible;
- historical time-series comparison, correlation and performance metrics of modelled conditions and/or payouts with available evidence on observed drought impacts, response needs, food insecurity, and crop outcomes, at national level and at the most granular administrative level for which data are reliably available; in accordance with the benchmarking principles set out below;
- identification of apparent sources of basis risk or mismatch between model outputs and observed impacts or country perceptions; and
- assessment of whether trigger behaviour is understandable and defensible from a country decision-making perspective and whether the calibration of the product is fit for its intended purpose in The Gambia. Where quantitative analysis is constrained by data availability or quality, the Consultant shall provide a clearly documented qualitative assessment and note the limitations.

Benchmarking principles. The ARC product is a parametric index insurance that captures climate-driven agricultural drought, modelled through a rainfall-driven water balance (WRSI) on a reference crop, overlaid with household vulnerability data, to estimate the number of people affected by drought and associated response cost. Trigger performance shall therefore be assessed primarily against independent evidence of the drought hazard elements the product is designed to capture, such as crop yields, station rainfall records, alternative satellite rainfall estimates, standardised precipitation or water-balance indices, vegetation or soil-moisture indicators, documented drought events, and, indirectly, food insecurity. Crop yield, agricultural production, food security and response-need data shall be considered alongside independent drought-hazard indicators to assess both the technical performance of the index and the extent to which the product is fit for its intended purpose. In interpreting these data, the Consultant shall account for the influence of non-drought factors, including pests and disease, input availability and prices, planted area, market conditions, flooding and data quality. Potential basis risk shall be assessed from both a technical perspective, examining the extent to which the product accurately captures the occurrence and severity of rainfall-driven agricultural drought, and a broader perspective, examining the alignment between modelled outcomes, insurance payouts and observed drought-related impacts and response needs. The Consultant shall investigate material divergences and, to the extent possible, distinguish between those attributable to index design or calibration, coverage parameters, the defined scope of the insured peril, non-drought factors and data limitations. Divergences between modelled outcomes and observed agricultural or food security outcomes shall therefore neither auto-matically be classified as basis risk nor excluded from consideration, but shall be examined in the context of the product's intended objectives and limitations. The Consultant shall propose a framework to triangulate the results from the different performance assessments to come to a verdict on the strengths and limitations of the ARC product. The definitions of trigger, near-trigger and basis risk events, and the benchmark datasets to be used, shall be set out in the inception report and agreed with GSSP, the Government of The Gambia, and ARC before the main analysis begins.

The Consultant shall use ARV outputs, ARC customisation reports, policy-year documentation, and other available ARC outputs as the primary analytical basis for the review. The assignment does not require a review, validation, or redesign of the underlying ARC model code. Where material divergences are identified, the Consultant shall, to the extent possible, distinguish whether these may be explained by (i) calibration or customisation choices for The Gambia, (ii) the fact that the ARC product covers rainfall-driven agricultural drought on a reference crop rather than broader food insecurity or response needs, (iii) differences between assessed response needs and the level of insurance cover purchased, or (iv) non-drought drivers of crop or food security outcome.

The comparative review with Senegal, if included, shall remain limited and only serve to help interpret trigger performance in The Gambia. It shall not be used as a direct benchmark for the adequacy of the Gambia's product, recognising differences in customisation, TWG choices and coverage. Premiums and pricing shall not be compared between the two countries. The analysis may require the use of a groundnut land-use map and related crop and geospatial layers, as well as preparatory work such as yield de-trending and geographical aggregation. All cleaned data, derived indicators, and analysis outputs used for the assessment shall be shared with GSSP, subject to applicable data-sharing permissions.

Task 4 – Positioning of ARC in the Risk Stack (5%)

The Consultant shall assess the appropriate positioning of sovereign drought insurance within The Gambia's broader disaster risk financing architecture.

This task shall include:

- review of the intended use case of ARC relative to other instruments such as contingency funds, budget reserves, contingent credit, humanitarian funding, and adaptive social protection channels;
- consideration of the event layer for which ARC appears most suitable;
- brief discussion of how sovereign drought insurance should interact with contingency planning and delivery systems; and
- assessment of whether current or recent coverage appears proportionate to the risk layer and response objective it is intended to address.

This analysis shall be practical and strategic in nature and shall not be treated as a full probabilistic optimisation exercise. The task should remain concise and should avoid duplicating analysis already available through the Global Shield stocktake and the CDP diagnostic.

Task 5 – Recommendations (5%)

Based on the findings under Tasks 1 to 4, the Consultant shall provide clear and practical recommendations for the Government of The Gambia and GSSP. These recommendations shall cover, as relevant:

- whether and under what conditions ARC sovereign drought coverage remains appropriate;
- which aspects of customisation, trigger calibration, or contract design should be revisited;
- what additional data, analysis, or dialogue with ARC Ltd. and ARC Agency may be required;
- how ARC should be positioned relative to other disaster risk financing instruments; and
- what implications arise for future premium support decisions.

Recommendations shall be prioritised into short-term and medium-term actions.

Underwriting and pricing are outside the scope of this assignment. For the avoidance of doubt, the Consultant shall not review, assess, benchmark or make recommendations on ARC Ltd's underwriting decisions or pricing, including its pricing methodology, premium levels, technical rates, expected loss, loadings, rate on line, or capital and reinsurance arrangements, whether directly or by comparison with other countries, risk pools or providers. Premium amounts may be referenced only as given inputs to the Government's budgeting and premium-support considerations under Tasks 4 and 5.

Methodology

The Consultant shall propose a methodology that is proportionate to the scope and budget of the assignment. The methodology shall be predominantly desk-based and should combine document review, review of available ARC contract and customisation information, analysis of relevant policy years and seasons, and consultations with key stakeholders as needed. The Consultant shall set out a proposed methodology in the inception report, including the intended analytical scale (local, regional, or national) and the criteria for selecting the final scope of analysis. GSSP and relevant Government counterparts, with technical input from ARC Agency and ARC Ltd, will review the inception report and provide guidance before the consultant proceeds to the main analysis. The assignment will be supported by the GSSP In-Country support structure. The final approach shall be adapted to the availability and quality of the data and may therefore differ depending on whether analysis at national, regional, or more granular level is feasible.

The Consultant shall, to the extent possible, rely on existing documentation, data, and analytical work made available by GSSP, the Government of The Gambia, ARC Ltd. / ARC Agency, and relevant partners. The assignment budget does not allow for extensive primary data collection, large-scale fieldwork, or comprehensive re-modelling exercises. Virtual and/or in-country consultations may be used as feasible, but no extensive mission is envisaged under this ToR.

The methodology shall clearly set out:

- the analytical approach to be used for each task;
- data sources and documents to be reviewed;
- the data quality assessment to be applied to the dataset;
- key assumptions applied;
- limitations in available data or access; and
- the implications of such limitations for interpretation of findings.

Deliverables

The Consultant shall deliver, at minimum, the following outputs:

Deliverable	Description	Indicative timing
1. Inception Note	Brief note setting out the understanding of the assignment, proposed methodology, information needs, list of documents / data requested, and workplan.	Within 1 week of contract signature
2. Draft Technical Assessment Report	Draft report covering Tasks 1 to 5, including preliminary findings and recommendations. To be shared with GSSP, the Government of The Gambia, ARC Agency and ARC Ltd for review in accordance with Section 5.	Within 5 weeks of contract signature
3. Validation Presentation	PowerPoint presentation of findings for discussion with GSSP, ARC Agency, ARC Ltd and key country stakeholders (virtual and/or in-country, as feasible).	Around week 6
4. Final Technical Assessment Report	Final revised report incorporating comments received from GSSP, ARC Agency, ARC Ltd and other stakeholders.	Within 6 to 8 weeks of contract signature
5. Summary Note/ Policy paper	Short decision-oriented note of approximately 3 to 5 pages summarising key conclusions and recom-mendations together with a comments matrix showing how each comment has been addressed.	Submitted with final report

The consultant shall share the draft and final deliverables with GSSP, the Government of The Gambia, ARC Agency and ARC Ltd. The final deliverables will also be shared for information with World Bank and the African Development Bank (including the ADRiFi initiative), subject to any agreed confidentiality restrictions. Where permitted, the consultant shall provide a clean data and methods annex, including cleaned datasets and de-rived outputs used in the analysis, to support internal record keeping and follow-up technical work. The final report shall be prepared in a format suitable for circulation to these partners and for use in technical discussions on sovereign risk transfer and disaster risk financing.

Indicative Outline of the Final Report

The final technical assessment report should include, at minimum, the following sections:

- Executive Summary;
- Background and purpose of the review;
- Drought risk and the role of sovereign insurance in The Gambia;
- Overview of The Gambia's ARC participation and relevant policy cycles;
- Assessment of product design and key contract parameters;
- Analysis of trigger and near-trigger events;
- Positioning of ARC within the national disaster risk financing risk stack;
- Conclusions and recommendations; and
- Annexes with data sources, methodology notes, and limitations

Duration, Level of Effort, and Duty Station

The assignment is expected to be completed within approximately 6 to 8 weeks from contract signature.

The Consultant shall propose a level of effort that is proportionate to the scope of work and the available budget ceiling. The assignment is expected to be undertaken primarily on a home-based basis, with virtual consultations and/or in-country consultations as appropriate. No extensive field missions are envisaged under this ToR.

Reporting and Management Arrangements

The assignment shall be implemented under a service contract between the Government of The Gambia and the selected consultant. GSSP will serve as the paying agent for the assignment and will not assume party status under the contract.

The Consultant will report to the designated GSSP project manager and will work in close coordination with GSSP. GSSP will facilitate, to the extent possible, access to relevant documentation, introductions to Government counterparts, access to available partner studies and prior analyses, and coordination with ARC Ltd. and ARC Agency, subject to their willingness to engage and share information.

The Consultant shall proactively communicate any constraints related to data access, stakeholder engagement, or the feasibility of specific analytical components.

Inputs to be provided

A. Government/GSSP-held inputs

- relevant sections of the Gambia Country Support Package and associated materials;
- The Gambia Request for Support and stocktake / gap analysis materials;
- relevant notes from The Gambia's DRF strategy discussions and partner analyses;
- a groundnut land-use map or other relevant crop / spatial layer, where available;
- groundnut yield data for 2014-2025 at the lowest administrative level available;
- drought response data and related response-cost documentation from the National Disaster Manage-ment Agency (NDMA) or other competent authorities;
- official shapefiles for The Gambia

B. ARC-held (ARC Ltd./ARC Agency) or restricted inputs

- available ARV and Risk Transfer Parameter (RTP) customisation reports
- Insurance policy documents;
- ARV risk profile and crop model for The Gambia;
- ARC operations plans, and any relevant trigger / near-trigger documentation; where available
- ARC will contribute to the review and validation of the consultancy outputs, including draft reports, technical analyses, recommendations, and final deliverables

Access to ARC-held materials, including ARV outputs and related documentation, shall be subject to ARC Agency's prior written approval and to the conclusion, before contract signature, of an appropriate data-sharing protocol and non-disclosure undertaking governing the consultant's access, use, and onward disclosure of such materials.

Required Qualifications and Experience

The Consultant shall demonstrate the following minimum qualifications and experience:

- an advanced degree in actuarial science, economics, disaster risk financing, agricultural economics, climate risk analytics, agronomy or a related field;
- At least 7 years of relevant professional experience preferably in sovereign disaster risk financing, parametric insurance, agricultural drought risk modelling, agronomy or related fields;
- demonstrated experience with ARC, Africa RiskView, or similar sovereign parametric risk transfer in-struments;
- experience in analysing basis risk, trigger design, and / or sovereign insurance positioning within disaster risk financing strategies;
- strong analytical, drafting, and presentation skills in English; and
- experience working with governments and development partners in Sub-Saharan Africa, preferably in West Africa, would be an advantage.

A small team combining sovereign disaster risk financing expertise and drought index / analytics expertise may be proposed where justified.

Form of procurement

The Ministry of Finance and Economic Affairs of The Gambia (MoFEA) has obtained financing from the Global Shield Solutions Platform (GSSP), managed by Frankfurt School of Finance & Management gGmbH (FS), in the form of a grant for technical assistance under the GSSP Support Programme The Gambia.

MoFEA is the beneficiary and contracting authority under this procurement process and will enter into a service contract with the selected consultant. The consultant's services shall be contractually owed to MoFEA. It is understood that the contracting of these services does not imply under any circumstances an employment relationship between MoFEA and the consultant and his work team.

Procurement administration and payment processing shall be carried out by FS/GSSP. All payments to the consultant will be made directly by FS on behalf of MoFEA from donor funds managed by FS. Such payments shall fully discharge any financial obligations of MoFEA under the service contract. No party other than MoFEA shall derive any rights from the financing agreement between MoFEA and FS/GSSP, nor shall any party have any claims to the proceeds of the grant.

MoFEA shall remain the designated Beneficiary and Project-Executing Agency under this procurement process. Notwithstanding the foregoing, and subject to the outcome of the procurement procedure and the applicable funding arrangement between MoFEA and FS/GSSP, either MoFEA or FS may enter into the resulting service contract with the selected consultant. Irrespective of the contractual signatory, the services shall be performed for the benefit of MoFEA in its capacity as the designated Beneficiary and PEA. The conclusion of such contract shall under no circumstances give rise to an employment relationship between MoFEA or FS and the consultant or any member of the consultant's team.

MoFEA hereby invites submission of proposals for the provision of consulting services as described above. The selection shall be conducted through a single-stage call for proposals.

The formalisation of the consultancy is subject to approval by the Country Steering Committee (CSC) and a no-objection from the GSSP Strategic Committee.

The consultancy will be funded via GSSP.

Budget and Payment Schedule

The maximum available budget for this assignment is EUR 50,000. This amount shall be inclusive of VAT, if applicable, and professional fees and all other assignment-related costs, unless otherwise agreed in writing.

Payments shall be made upon satisfactory delivery and acceptance of all deliverables and outputs.

Payment is due upon receipt of the invoice by the Gambian Ministry of Finance and Economic Affairs according to the Terms and Conditions.

Proposal Requirements

Interested Consultants shall submit:

- a short technical proposal outlining understanding of the assignment, proposed methodology, work plan, and, where applicable, team composition;
- curriculum vitae of the proposed expert(s);
- up to three references from comparable assignments; and
- a financial proposal in EUR.

Selection and Evaluation Criteria

Proposals will be evaluated on the basis of a combined technical and financial assessment. The technical proposal will account for 80 percent of the total score, and the financial proposal for 20 percent. Only proposals obtaining a minimum of 70 points out of 100 on the technical evaluation will be considered for financial evaluation. The technical evaluation will assess the consultant's understanding of the assignment, methodology, relevant experience, qualifications, workplan, and capacity to deliver the assignment within the proposed timeframe and budget.

Technical Proposal – 80 percent of total score

A minimum of 70 points out of 100 on the technical proposal is required as the qualification threshold.

Criterion	Points
Understanding of the assignment and quality of the proposed methodology	30
Relevant experience of the consultant / consulting team, including work on sovereign risk transfer, ARC / parametric insurance, drought risk analysis, or comparable assignments	30
Qualifications and composition of the team / individual consultant	20
Workplan, timeline, and feasibility of delivery within the proposed budget and time frame	10
Quality of reporting approach, stakeholder engagement, and ability to produce decision-oriented outputs	10
Total	**100**

Financial Proposal – 20 percent of total score

The financial proposal will be evaluated only for technically qualified proposals. The lowest-priced technically qualified proposal will receive the maximum score for the financial component, and other proposals will be scored proportionally.

For the avoidance of doubt, this assignment is intended to be focused, decision-oriented, and proportionate to the available budget envelope. It is not intended to constitute a comprehensive audit of ARC across all coun-tries or a full actuarial redesign of the product, nor does it include any review of ARC Ltd's underwriting or pricing, which are outside the scope of this assignment as set out in Section 2. The consultant shall therefore prioritise the most relevant technical and strategic questions for The Gambia and ensure that the proposed approach remains realistic within the available budget and timeline.

Important Note on Scope

For the avoidance of doubt, this assignment is intended to be focused, decision-oriented, and proportionate to the available budget envelope. It is not intended to constitute a comprehensive audit of ARC across all countries or a full actuarial redesign of the product, nor does it include any review of ARC Ltd's underwriting or pricing, which are outside the scope of this assignment as set out in Section 2. The consultant shall therefore prioritise the most relevant technical and strategic questions for The Gambia and ensure that the proposed approach remains realistic within the available budget and timeline.

Section III - Data Sheet

A. General

ITC Clause Reference

1.1

The Contracting Authority / Project-Executing Agency (PEA) in the lead is

Ministry of Finance and Economic Affairs
(MoFEA)
2nd Floor, The Quadrangle
Banjul, The Gambia

The selection procedure is conducted by FS/GSSP on behalf of the Contracting Authority under a funding arrangement between the Contracting Authority and Frankfurt School.

Notwithstanding the foregoing, and subject to the outcome of the procurement procedure and the applicable funding arrangement, Frankfurt School (FS/GSSP) may act as the contracting party and signatory to the resulting contract. Such arrangement shall not affect the status of the Ministry of Finance and Economic Affairs (MoFEA) of The Gambia as the designated Beneficiary and Project-Executing Agency (PEA) of the assignment.

1.1

The method of selection is:

Single Stage Selection (1 stage) with Quality and Cost-Based Selection (QCBS), subject to a fixed maximum budget ceiling

1.3

The name of the assignment is
Global Shield Solutions Platform: GMB_SA2.4 Assessment of Sovereign Drought Risk Transfer Options and Review of ARC Sovereign Drought Product

2.1

The name of the Project is:
Assessment of Sovereign Drought Risk Transfer Options and Review of ARC Sovereign Drought Product for The Gambia

B. Preparation of Proposals

9.1

The Proposal shall be submitted in English language, which shall be the governing language of the Contract.

All correspondence exchange shall be in English language.

10.1

The Proposal shall be submitted in three envelopes (folders) via Deutsches Vergabeportal (DTVP). These shall comprise as per the details below:

Envelope 1:

A. Qualification Document

1) A **Power of Attorney/-ies** authorising the representative of the Applicant, designated in accordance with ITC 4.1 to submit the Proposal on behalf of the Consultant. If the Consultant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or Declaration of Association. If the representative of the Consultant is the owner, member or director of the Consultant or the Lead Consultant, a Power of Attorney shall not be necessary.
2) **Presentation of the Consultant** (maximum 10 pages, no brochures). If the Consultant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Consultant is a JV, the presentation shall provide this information about each JV member, as well as a description of the intended form of collaboration of the members within the JV.
3) **Form 1**: Declaration of Undertaking. Separate statements shall be provided by each member of the JV or consortium, unless all members have authorized the Lead Consultant to submit documents on their behalf, through a PoA.
4) **Form 2**: Declaration of Conflict of Interest. If the Bidder is a JV, separate statements shall be provided by each member of the JV or consortium, unless all members have authorized the Lead Consultant to submit documents on their behalf, through a PoA.
5) **Form 3**: Declaration of Association (where applicable): The Lead Consultant shall submit a statement identifying any proposed Sub-consultants. If the Bidder is an existing Joint Venture (JV), the Bidder shall provide evidence of the existing JV agreement, clearly indicating the Lead Consultant. If the Bidder is a JV to be formed specifically for the execution of the Contract, each intended member of the JV shall submit a Declaration of Association, in the format provided in Section IV, identifying the Lead Consultant.

6) **Form 4:** Financial Capability Overview, supported by the Bidder´s balance sheet and profit and loss Statements or annual tax statements. If the Applicant is a JV, separate statements shall be provided for each member of the JV. All statements shall be certified by a reputable auditor. If the statements are not available in English and not denominated in Euro, the Bidder may submit the financial statements together with a version highlighting the relevant figures for the financial capability evaluation. Foreign currency-based figures shall be converted at the applicable spot exchange rate of the date of the issuance of this Request for Proposal (either Consultant´s resident country central bank rate, IMF or reputable onlineservices (Oanda, XE or similar).
7) **Form 5:** Project Experience (max. 2 pages per project)
8) **Form 6:** Personnel Overview (max. 3 pages)

Envelope 2:

B. Technical Bid

1) **TECH-1** Technical Bid Submission Form
2) **TECH-2** Comments or Suggestions on the TOR and Counterpart Staff
3) **TECH-3** Description of the Approach, Methodology, Work Plan
4) **TECH-4** Work Schedule including a Gantt chart
5) **TECH-5** Personnel Schedule / Detailed CVs

Envelope 3:

C. Financial Bid

1) **FIN-1** Financial Bid Submission Form
2) **FIN-2** Financial Bid – Cost Breakdown

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International Key Experts shall not participate in more than one Proposal. In the case that the same International Key Expert appears in more than one Proposal, all proposals concerned will be rejected. Sub-consultants shall not participate in more than one Proposal. In the case that the same Sub-consultant participates in more than one Proposal, all Proposals concerned shall be rejected.

12.1

Proposals shall remain valid for **110 days** after the Proposal Submission Deadline.

13.1

The deadline for submission of clarification requests by Bidders is fourteen (14) days prior to the Deadline for Proposal Submission, as set out in the Data Sheet.

Clarification requests may be submitted either through the DTVP portal or by email to l.laux@fs.de, with the subject line: "GSSP/FS/2609 GMB_SA2.4 Request for clarification".

All clarifications, responses, and related communications issued by the Contracting Authority in relation to the procurement process shall be communicated through the DTVP portal.

17.1

The fixed budget for the Services, including any applicable taxes, duties and charges, but excluding VAT, is

Up to EUR 50,000

Financial Proposals exceeding the available budgets indicated above will be rejected by the Contracting Authority.

17.1

The contract period shall be approx. **eight (8)**

The number of working days per week shall be **five (5)**.

17.1

In accordance with the Data Sheet, the Financial Bids shall be calculated under the assumption that the Services will be remunerated on a **lump sum basis**. Payments shall be made upon satisfactory delivery and acceptance of all deliverables and outputs.

17.1

Travel Costs under the Financial Proposal

For the preparation of the Financial Proposal, all travel-related costs shall be calculated and included as part of the proposed lump-sum budget in the Financial Proposal Form. Travel costs should be budgeted on the basis of economy class flights or second-class long-distance train travel, with due consideration to cost-efficiency and environmentally friendly options. Accommodation and per diem costs should be calculated in line with the official rates published by the German Federal Ministry of Finance. Higher accommodation or per diem costs, multiple-entry visa fees, or any travel-related exceptions may only be included where duly justified and subject to prior no-objection from FS/GSSP. Visa costs should be limited to the relevant embassy or consulate fees for single-entry business visas, while ancillary expenses such as photos, photocopies or similar costs should not be included. Local transport may include public transport and taxi costs to and from the airport and meeting venue(s).

17.2

No changes or adjustments to unit prices are accepted once contract is final.

17.3

In preparing your Financial Proposal, Consultants are requested to take note of the following considerations regarding taxes and public duties applicable in the Contracting Authority's country:

- All financial proposals, price schedules, contract values, and any financial evaluation under this procurement shall be understood, submitted, and assessed on a net-of-VAT basis. Bidders shall clearly indicate the net price exclusive of VAT in their financial proposals.
- Inclusion of Overhead Costs: Any other taxes not directly linked to the Contract, including but not limited to profit tax, corporate tax, or income tax, as well as any tax liabilities of the Consultant, its Sub-consultants, and its Experts outside the Contracting Authority's country, shall be deemed included in the Consultant's overhead costs. Such costs shall not be reimbursed separately or give rise to any adjustment of the Contract Price.
- The above information is provided by the Contracting Authority to the best of its knowledge. However, each Consultant remains solely responsible for verifying and assessing all applicable tax obligations relevant to the preparation of its Financial Proposal.
- For the purpose of evaluation, customs duties, excise duties, taxes, and other levies in the Contracting Authority's country that are directly linked to the Contract shall not be taken into account in the evaluation of the Financial Proposal, unless otherwise stated herein.

17.4

Financial Proposals shall be in

EURO

only.

C. Submission, Opening and Evaluation

18.1

The Contracting Authority will only accept Proposals submitted via the electronic procurement system DTVP, operated by DTVP Deutsches Vergabeportal GmbH.

The Contracting Authority will not accept Proposals submitted by other electronic or physical means.

18.10

The **Deadline for the Submission of Proposals** is:

Date: 31 December 2026
23:59 CET (Central European Time)

The Proposal shall be considered submitted when the Proposal files are uploaded on the electronic procurement system DTVP, in accordance with ITC 18.1.

DVTP is accessible through the website "https://en.dtvp.de/". To submit a Proposal, the Consultant shall log in using their existing user profile. After logging in, the Consultant may submit or withdraw a Proposal as follows:

1. Access the relevant tender page by clicking the "Join now" option on the tender page.
2. Go to the "Projects" section.
3. Open the "Joining" page.
4. Under the "Tenders" heading, click on the relevant tender.
5. Select "Open web-based submission" to submit your tender.
6. You may also use the same web-based submission page to withdraw or resubmit your tender until the submission deadline.

The Consultants may upload or delete Proposal files or cancel their participation in the tendering process only before the deadline for the submission of Proposals.

For additional information concerning the use of DTVP, please contact DTVP using the contact details provided on the website.

20.2

The evaluation of Proposals will be conducted by the FS/GSSP on behalf of the Contracting Authority.

Qualification Requirements

22.2

Financial Capability

The Consultant shall demonstrate sufficient financial capacity to perform the assignment.

The Consultant's Financial Capability Statement shall show a minimum average annual turnover of **at least EUR 150,000** for the past three (3) financial years. In the case of a Joint Venture, the aggregated average annual turnover of all Joint Venture members shall be considered for the purpose of meeting this requirement. Please refer to Form 4 of Section III.

Project Experience

The Consultant shall demonstrate relevant past project experience by submitting at least three (3) references for similar assignments completed during the past five (5) years, using the format provided in Section III, Form 5 – Project Experience. Each reference shall not exceed two (2) pages.

References shall be considered similar if, collectively, they meet the following minimum requirements:

- At least one (1) reference shall demonstrate experience in the assessment, design, calibration, customisation, or performance evaluation of sovereign parametric insurance or comparable climate and disaster risk transfer instruments;
- At least one (1) reference shall demonstrate experience with ARC, Africa RiskView (ARV), or a comparable drought index / parametric risk transfer framework;
- the reference(s) shall demonstrate experience in the analysis of trigger performance, basis risk, and/or the comparison of modelled or index-based outcomes with observed hazard impacts, losses, response needs, or other relevant ground-level evidence;
- the reference(s) shall demonstrate experience in sovereign disaster risk financing, including the assessment or positioning of risk transfer instruments within a broader disaster risk financing or risk-layering framework; and
- the reference(s) shall include activities comparable in scope, complexity, and technical nature to the assignment.

Optional but desirable experience may include:

- experience working with governments and development partners in Sub-Saharan Africa, particularly in West Africa;

Type of document required: Form 5 – Project Experience

23.2

Evaluation Criteria

The Technical Proposal shall be assessed on the basis of the following assessment considerations set out below, as applicable to the assignment:

- contribution to the objectives of the Global Shield Initiative and the InsuResilience Vision;
- alignment with the strategies of GSSP Contributing Partners, including relevant regional and national frameworks;
- synergies and complementarity with the InsuResilience Evidence Road Map;
- focus on project-based research and / or capacity building and relevance of the proposed research and / or capacity building approach to the assignment objectives;
- adequacy and reasonableness of the proposed cost estimates, including compliance with usual market costs and rates;

cost-effectiveness of the proposed approach in relation to the envisioned outcomes, taking into account the target group, local conditions and complexity of the assignment.

23.2

For the purposes of the technical evaluation, the Technical Proposal shall be assessed on the basis of the general assessment considerations set out above and the criteria and scoring system below:

	Evaluation criteria	Weighting
A	Understanding of the assignment and quality of the proposed methodology	30
B	Relevant experience of the consultant / consulting team, including work on sovereign risk transfer, ARC / parametric insurance, drought risk analysis, or comparable assignments	30
C	Qualifications and composition of the team / individual consultant	20
D	Workplan, timeline, and feasibility of delivery within the proposed budget and time frame	10
E	Quality of reporting approach, stakeholder engagement, and ability to produce decision-oriented outputs	10
	Total maximum	**100**

Minimum score of 75% required

Proposals not achieving the minimum score will be rejected.

27.1

All costs will be expressed in **EURO.** No other currencies may be used

28.1

The weights given to the Technical (T) and Financial (F) Proposals are as following:

W_T = 80 %, and

W_F = 20 %.

The Proposal Score shall be calculated as:

P = PF + PT.

Award and Discussions

30.1

As part of the Contracting Authority's compliance and due diligence obligations under its applicable funding mandates, donor requirements, and internal regulations and procedures, the selected Consultant shall, upon request, submit the documents and information required by the Contracting Authority, which may include, inter alia:

a) documents evidencing the legal existence of the Consultant;
b) documents evidencing the authority of the signatory(ies);
c) information and supporting documents relating to the ownership structure of the Consultant;
d) information and supporting documents relating to the ultimate beneficial owner(s) (UBO), where applicable, including identification documents such as passports; and
e) any other KYC, compliance, or due diligence documentation required by the Contracting Authority.

The submission of such documents and information shall be mandatory and shall constitute a condition for contract award, subject to review and acceptance by the Contracting Authority to its satisfaction.

32.2

The publication of the award of Contract following the completion of the contract negotiations and contract signingwill be done on the following websites:

https://global-shield-solutions.org/

32.3

The expected commencement date of the Services is with the effectiveness of the Contract in the fourth calendar quarter of 2026.

Section IV - Qualification Documents - Standard Forms

Checklist of Required Forms

Form 1	Declaration of Undertaking. If the Consultant is a JV, separate statements shall be provided by each member of the JV.
Form 2	Declaration of Conflict of Interest. If the Bidder is a JV, separate statements shall be provided by each member of the JV.
Form 3	Declaration of Association (if relevant).
Form 4	Financial Capability Overview, supported by the **Bidder´s balance sheet and profit and loss statements or annual tax statements.**
Form 5	Project Experience
Form 6	Personnel Overview

Form 1 - Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("**Contract**")

("**Contracting Authority**")

To:

1. We recognise and accept that FS/GSSP only finances projects of the Contracting Authority[1] subject to its own conditions, which are set out in the funding arrangement with the Contracting Authority. As a matter of consequence, no legal relationship exists between FS/GSSP and our company, our Joint Venture or our Subcontractors under the Contract. The Contracting Authority 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 having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

   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 the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the Contracting Authority *(contractors based in Annex 1 countries must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity)*;

[1] The Contracting Authority meansthe purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

2.6 being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website 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 condition to participation in this Tender Procedure.

3. 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 Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of FS/GSSP and resolved to its satisfaction;

3.2 having a business or family relationship with a Contracting Authority'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 FS/GSSP 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 Contracting Authority;

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 Contracting Authority;

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

i. 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;

ii. 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;

4. 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.

5. We undertake to bring to the attention of the Contracting Authority, which will inform FS/GSSP, any change in the situation with regard to points 2 to 4 here above.

6. 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[2] (ILO) and international environmental treaties. Moreover, we

[2] In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employerand FS/GSSP, propose and implement appropriate measuresin the spirit of the said ILO conventions with respect to a) workersgrievances on working conditions and terms of employment, b) child labour,c) forced labour,d) worker's organisations and
e) non-discrimination.

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 Contracting Authority and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. 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 Contracting Authority and FS/GSSP 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.
8. 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 Contracting Authority and FS/GSSP.

Name: ..... In the capacity of: .....

Duly empowered to sign in the name and on behalf of[3]: .....

Signature: ..... Dated: .....

[3] In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposalon behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

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. 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))

Declaration of tax conformity - binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/onmy 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 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 consultant)
		.....
		(Signature(s))

Form 2 - Sample Declaration on Conflict of Interest

Declaration on Conflict of Interest

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per ITC 5.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 3 - Sample Declaration of Association for Consortia

Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a partnership. *[Insert the name of the Lead Consultant]* will employ the following companies as sub-contractors:

[Insert the names of the sub-contractors]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that we are awarded a Contract, we shall perform the services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 3 - Sample Declaration of Association for a JV

Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 4 - Financial Capacity Overview

This Financial Capability Overview must be supported by the Bidder´s balance sheet and profit and loss Statements or annual tax statements. If the Applicant is a JV, separate statements shall be provided for each member of the JV. All statements shall be certified by a reputable auditor. If the statements are not available in English and not denominated in Euro, financial statements may be availed highlighting the relevant figures for the financial capability evaluation in the document. Foreign currency-based figures shall be converted at the applicable spot exchange rate of the date of the issuance of this Request for Proposal (either Consultant´s resident country central bank rate, IMF or reputable online services (Oanda, XE or similar).

Financial data	2 years before last year[1] <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average EUR[2]
Annual turnover[3]				
Current assets[4]	Not applicable	Not applicable	Not applicable	Not applicable
Current liabilities[5]	Not applicable	Not applicable	Not applicable	Not applicable
Current ratio (current assets/current liabilities)	Not applicable	Not applicable	Not applicable	Not applicable

Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

[1] Last year = last accounting year for which the entity's accounts have been closed.
[2] Amounts entered in the 'Average' columnmust be the mathematical averageof the amounts entered in the three preceding columns of the same row.
[3] The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.
[4] A balance sheet account, that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquidassets that can be readily converted to cash.
[5] A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include shortterm debt, accountspayable, accrued liabilities and other debts.

Form 5 - Project Experience

Ref no:	Project title							
Name of legal entity (declaring consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/ end)	Name of JV members, if any
...	...	...	...	...	...	...	...	...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

Form 6 - Personnel Structure

Name	Professional experience (years)	Present position	Proposed role within project	Relevant skills and specialization (refer to country / project experiences where necessary)	Educational Qualification	Languages (1=native; 5= elementary)
Lead firm						
Consortium partner						

Section V - Technical Bid – Standard Forms

Checklist of Required Forms

Tech 1	Technical Bid Submission Form.
Tech 2	Comments or Suggestions on: A - the Terms of Reference B - Counterpart Staff and Facilities to be provided by the Employer.
Tech 3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
Tech 4	Work Schedule (Tasks and Activities Bar Chart)
Tech 5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)

Form Tech 1 - Technical Bid Submission Form

[Location, Date]

To:
[Name and address of Contracting Authority]

To whom it may concern:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Single Stage Selection dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Bid and a Financial Bid.

[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: *[Insert a list with full name and the legal address of each member, and indicate the lead member]*. We have attached a copy *[insert: "of our letter of intent to form a joint venture" or, if a JV is already formed,*"the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."

or

If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: *[Insert a list with full name and address of each Sub-consultant."]*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation containedin this Proposal may lead to our disqualification by the Employer.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.

c) We have no conflict of interest in accordance with ITC 5.

d) Except as stated in ITC 12.2, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those statedin ITC 12.2 may lead to the termination of Contract negotiations.

e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet Paragraph 32.3.

We understand that the Contracting Authority is not bound to accept any Proposal that the Employer receives. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: .....
Name and Title of Signatory: .....

Name of Consultant (company's name or JV's name):
In the capacity of: .....

Address: .....
Contact information (phone and e-mail): .....

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

Form 2 - Tech 2
Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Employer

[Form TECH-3: 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 Employer, 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.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support,office space, local transportation, equipment, data, background reports, etc., if any.]

Form Tech 3
Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

[Form TECH-4: 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. Suggested structure of the Technical Proposal:

a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), and describe the technical approach and 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 TORs but to show the suitability of their concept in regards to the TORs and their 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 Contracting Authority), 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) **Organisation and Staffing** *Please describe the structure and composition of your team, including listing all Key Experts, other experts and relevant technical and administrative support staff. Roles, responsibilities and reporting lines within the project team and between the project team and GSSP as well as the Contracting Authority, have to be clearly defined and suitable to the specific context and requirements of the project. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Contracting Authority and GSSP as well as with other stakeholders. The Consultant is encouraged to include local staff in their team, and is also encouraged to include junior staff 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) **Backstopping:** *Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.*

e) **Quality Control and Stakeholder Management:** *Please outline the procedures for quality control of services rendered (reports, documents, data and capability development methods), including those prepared by associates, sub-consultants and local partners, before submission to the Contracting Authority. Plain reference to ISO 9001 is not considered to be adequate. In addition, describe the intended approach for ensuring effective working relationships with the Contracting Authority and other stakeholders suitable to the specific context and requirements of the project, including but not limited to seeking inputs to define criteria for deliverables, actively and continuously involving these stakeholders in the development of key deliverables (co-development), and steps for validating and finalising deliverables.*

f) **Logistics:** *Please describe the planned logistics and facilities for the execution of the services, suitable to the specific context and requirements of the project.*

Bidders are requested to prepare the text for this Form in the following preferred format:

- *No more than 40 in total, including chapter headings, text in tables as well as titles and references for figures and graphics, but excluding the cover page and table of contents;*
- *Formatted at font size 11, and single-spaced;*
- *Noted on pages formatted to a normal or moderate standard (0.75'' to 1'' margins);*
- *Structured in such a way that a minimum of 10 pages are used to describe b) through e) outlined below;*
- *Accompanied by tables and graphics to help illustrate and summarise specific aspects of the proposal.*

Form Tech 4
Work Schedule (Tasks and Activities Bar Chart)

N.	Tasks [1] (T-..)	Months [2] [3]										
		1	2	3	4	5	6	7	8	9	...	Total
T1	*[e.g., Task #1: Report A*											
	1) data collection											
	2) drafting											
	3) inception report											
	4) incorporating comments											
	5)											
	6) delivery of final report to Employer]											
T2	*[e.g., Task #2.....]*											
n												

Please complete the template bar or Gannt chart above. List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Contracting Authority's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase. Include a legend, if necessary, to help read the chart.

In addition, describe the plan for the implementation of the tasks and activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Contracting Authority), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology as per FORM TECH-3, showing your understanding of the TORs and ability to translate them into a plan suitable to the specific context and requirements of the project. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

Form Tech 5
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	...	Internal	National	Total
KEY EXPERTS																
K-1	e.g. Mr/Mrs A	e.g. Team Leader	Home Field													
K-2																
K-3																
n																
												Subtotal				
OTHER EXPERTS																
E-1			Home Field													
E-2																
n																
												Subtotal				
												Total				

[1] Months are countedfrom the start of the assignment/mobilisation.
[2] "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Contracting Authority'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.
Each expert can be allocated up to a maximum of 20 days per month.
Full time input Part time input

Form Tech 5
(Continued)
Curriculum Vitae (CV)
Maximum 3 pages per expert

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 specialised education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organisation and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	*[e.g., Ministry of ....., advisor/consultant to...* *For references: Tel..... / e-mail.....; Mr/MrsB, deputy minister]*		

Membership in Professional Associations and Publications:

.....

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

.....

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH 5 in which the Expert will be involved)	

Section VI - Financial Bid – Standard Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]

Form FIN 1
Financial Proposal - Submission Form

[Location, Date]

To:
[Name and address of Contracting Authority]

To whom it may concern:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, including all indirect local taxes in accordance with the respective Clause in the Data Sheet. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN 2]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the respective Clause of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
.....	.....	.....
.....	.....	.....

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."]

We understand you are not bound to accept any Proposal you receive.
We remain,
Yours sincerely,

Authorised Signature [In full and initials]:.....
Name and Title of Signatory: .....
In the capacity of:.....
Address: .....
E-mail: .....

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

Form FIN 2
Financial Proposal - Cost Breakdown

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in EUR
Lump sum services *[list services included in package as per TOR]*	

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of taxes and duties applicable for the services.]

Taxes and Duties *Basic Services*	

Summary Overview

Lump Sum Services (as per **Data Sheet** clause and TOR)

SUMMARY*	Sum in EUR
1. – Foreign staff cost	
2. – Local/regional staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Subtotal logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost*	
9. - Miscellaneous cost*	
Total – Other cost	
Total Lump Sum Services	

*The cost overview presented for lump sum services shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services requested later. All items are remunerated on a lump-sum basis. In exceptional cases items 8 and/or 9 (Equipment, Miscellaneous cost) might be remunerated at actual cost, if explicitly specified in the ITC. The same applies for the lump sum services presented in the Detailed Cost Calculation below.

Detailed Cost Calculation

1. International Staff Cost	Unit	No.	Unit Rate (EUR)	Amount (EUR)
1.1 Team Leader	days	...		
1.2 NN	days	...		
1.3 ...	days	...		
			Sub-total International staff	
2. Local or Regional Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	days	...		
2.2 ...	days	...		
			Sub-total Local or Regional staff	
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	days	...		
3.2 Allowance, accommodation - Long-term staff	days	...		
			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	days	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	days	...		
5.3 Other local transport (short-term, peak)	daya	...		
5.4 Local flights	flight	...		
			Sub-total Local transport	
6. Project Office				
6.1 Office rent	days	...		
6.2 Office operation	days	...		
			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	
8. Equipment				
8.1 Office equipment	...	...		
8.2 Project vehicles	...	...		
8.3 Other. equip. to be handedover/consumed	...	...		
			Sub-total Total Equipment	
9. Miscellaneous Items				
9.1 Other miscellaneous items/services	...	...		
9.2 Contingencies	...	...		
			Sub-Total Total Miscellaneous items/services	

* To be submitted separately for each package. It shall not be used as basis for payment of lump sum services. Otherwise see explanation in the Summary Overview sheet

Explanation regarding the information contained in the Financial Proposal Form FIN 2

Consultants will be assessed on the value for money of their financial proposal in light of the technical proposal, specifically with a view to how resources are proposed to be converted into the inputs needed to deliver the tasks and deliverables. Form FIN 2 is intended to provide detailed information on how the project budget is proposed to be allocated and how line items are costed.

Consultants are strongly encouraged, both in Form FIN 2 and in the technical proposal, to demonstrate specific approaches that support an economical and effective use of project resources, e.g. using strong procurement & financial risk management practices, proactively looking for economies of scale/scope, considering the balance between high- and low-cost experts as well as full- and part-time experts, and leveraging support from partners and other organisations (e.g. using partner facilities, building on existing rather than new tools and capabilities incl from past projects).

Important note: Each sub-item contained in items 3 to 7 shall be offered as lump-sum item specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time based packages the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

Item 1 & 2 - Staff Cost
These items shall include international and local/regional staff daily rate, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative),cost of IT equipment, company's professional insurance, risk and profit.In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Contracting Authority's country unless the assignment foresees extensive travel in the Contracting Authority's country. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's home office for foreign staff and in the Contracting Authority's countryfor local staff shall be deemed to be includedin the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this , backstopping services from the home office are deemed to be included in the overhead cost.

Item 3 - Allowance and accommodation
This item shall includefor all foreign long term and short term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff. Unit rates costed for this item shall align with the annually updated, official rates published by the German Federal Ministry of Finance (Auslandsreisekostenverordnung – ARV), as can be accessed here: TMS-Portal - Reisekostensätze Ausland

Item 4 - International Travel Cost
This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per round trip.
- air fares for inspection flights(including cost elementsas above), if any

Item 5 – Local Travel & Transport Cost
This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

Item 6 - Cost for the Local Project Office
This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

Item 7 - Production of Reports
This item shall includereports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

Item 8 – Equipment Cost
Unless otherwise specified all equipment purchased under this item shall be handed over to the Contracting Authority upon completion of the services taking into account normal wear and tear under the operational conditions of the project.

In case Equipment Cost items are not specifiedexplicitly in ITC 17.1 or the TOR the following applies: The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/ rented or owned by the Consultant), furniture, appliances, survey, measuring and test instruments etc., whichthe Consultant deemsnecessary for the execution of the project. In this case the respective cost will be reimbursed upon presentation of documentary evidencein the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Note: Procurement of goods and services for the projectimplementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

Item 9 - Miscellaneous Cost
This item shall include all expenses and cost items that might not be covered by the above categories but are considered requiredin this assignment.

In case Miscellaneous Cost items are not specified explicitly in ITC 17.1 or the TOR the following applies: The Consultant shall include in its Financial Proposal such items considered necessary for the fulfilment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Section VII - Eligibility Criteria

Eligibility in FS/GSSP-Financed Procurement

1. Consulting Services, Works, Goods, Plantand Non-Consulting Servicesare eligible for FS/GSSP 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, the French 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 FS/GSSP-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 relevantin 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 PEA'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 PEA as part of the Tender Process of the relevant Contract.

3. 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 FS/GSSP satisfaction, through all relevant documents, including its charter and other information FS/GSSP 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 VIII - Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The Contracting Authority and the Consultant (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 Consultant shall declare that (i) they did not and willnot engage in any Sanctionable Practice likely to influence the Tender Processand the corresponding Award of Contract to the Contracting Authority's detriment, and that (ii) in case of being awarded a contract they will not engage in any Sanctionable Practice.

Moreover, FS/GSSP requires to include in the contracts a provision pursuant to which consultants must permit FS/GSSP and in case of financing by the European Union also to European institutions having competence under European law 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 FS/GSSP.

FS/GSSP 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 Consultant 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 Funding Agreement with the Contracting Authority relatingto suspension of disbursements, earlyrepayment and termination if, at any time, the Contracting Authority, consultants or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to FS/GSSP to remedy the situation, including by failing to inform FS/GSSP at the time they knew of such practices.

FS/GSSP defines, for the purposesof 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 impedean 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 FS/ISF/GRMA access to contractually required information in connection with an officialinvestigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed as a 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 FS/GSSP financed projects shall consequently undertake in the respective contracts to:

a) 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;

b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) 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.

Section IX - Contract Draft

Annex

CONSULTING CONTRACT

dated

[Date]

Between

[Title of the Contracting Authority]

[Address of the Contracting Authority]

– hereinafter referred to as the –
–"Contracting Authority" –

And

[Title of the Consultant]

[Address of the Consultant]

– hereinafter referred to as the –
– "Consultant" –

under the

Global Shield Solutions Platform
(hereinafter referred to as the "GSSP")

IMPORTANT NOTICE – DRAFT CONTRACT

This draft contract is provisional and remains subject to change. Dependent on the Funding Arrangement, Frankfurt School of Finance & Management gGmbH reserves the right to act as the contracting party instead. Accordingly, the contractual provisions may be subject to adjustment prior to contract signature. The final contractual arrangements will be communicated to the successful bidder prior to the execution of the contract.

Preamble

The Consultant acknowledges that the GSSP support, which seeks to promote implementation of innovative Climate Disaster Risk Finance and Insurance approaches, is supplied through a grant facility funded by multiple donors including the German Federal Ministry for Economic Cooperation and Development, the Danish Ministry of Foreign Affairs, Agence Française de Développement, the Luxembourg Ministry of European and Foreign Affairs, and the Irish Department of Foreign Affairs and the Irish Department of the Environment, Climate & Communications (hereinafter altogether referred to as "**the Donors**"), which have designated Frankfurt School of Finance & Management gGmbH, located at Adickesallee 32-34, 60322 Frankfurt am Main, Germany (hereinafter referred to as "**FS**") as the implementing agency of the GSSP. In this regard, FS acts as the financier of the present Consulting Contract and is responsible for the implementation of the GSSP support package, including the disbursement of funds in connection with the Services, and may act on behalf of and through the Contracting Authority in relation to procurement and payment processes.

Whereas the Contracting Authority and FS have entered into a collaboration as formalized as the Funding Arrangement for the purpose of provision of GSSP support with regard to the Project (as defined below), as designated in the Special Conditions (as defined below).

Following the Consultant's submission of the technical and financial bids for the Services, the Contracting Authority, as the sole recipient of the Services, hereby appoints the Consultant to deliver the Services as outlined in both the bids and this Consulting Agreement. In its capacity as the implementing agency of GSSP, FS holds extensive approval rights over the Contracting Authority's actions under this Consulting Contract. Certain decisions regarding the use of support or project implementation may require FS's approval, and the Consultant will be duly informed of such requirements. Accordingly, the Parties agree as follows.

General Conditions

Paragraph 1 General Provisions

1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

"**Agreed Remuneration**" means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

"**Commencement Date**" has the meaning given to such term in the Special Conditions.

"**Completion Period**" means the period for the completion of the Services as set out in the Special Conditions.

"**Consulting Contract**" means this contract for consulting services, including its Preamble and its Annexes[1].[2]

"**Contract Value**" has the meaning given to such term in the Special Conditions.

"**Country**" has the meaning given to such term in the Special Conditions.

"**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or willful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

"**Foreign Currency**" means any currency other than the Local Currency.

"**Foreign Staff**" means the staff who do not hold the citizenship of the

[1] If one or several of the Annexes should not be necessary in the actual 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.
[2] In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

Country.

"**Funding Arrangement**" means the arrangement entered into between FS/GSSP and the Contracting Authority to wholly or partly finance the Services.

"**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Contracting Authority for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

"**Local Currency**" has the meaning given to such term in the Special Conditions.

"**Other Costs**" means the additional costs of the Consultant to the extent agreed in the Special Conditions.

"**Parties**" means the Contracting Authority and the Consultant.

"**Project**" means the project specified in the Special Conditions.

"**Services**" means the contractual services described in Annex 3

[*Terms of Reference plus Tender Documents*], Annex 9 [*The Consultant's Bid*] and Paragraph 3.1 [*Scope of Services*], including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

"**Special Conditions**" means the terms and conditions set out under the header "Part II: Special Conditions" of this Consulting Contract.

"**Standards**" means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

"**Support Package**" means the package of activities, support measures, and services approved under the GSSP in relation to the Project, as described in the Funding Arrangement.

"**Written**" or "**in writing**" means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

1.2

INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

1.2.1 Section, clause, annex and schedule headings are for ease of reference only.

1.2.2 The singular includes the plural and vice versa.

1.2.3 References to a "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.

1.2.4 References to a "**director**" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.

1.2.5 References to this "**Consulting Contract**" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.

1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).

1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US$ are references to the legal currency of the United States of America.

1.3

RANKING AND ORDER

1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.

1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.

1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

1.4

COMMUNICATION AND LANGUAGE

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

1.5

GOVERNING LAW

This Consulting Contract is governed by the laws specified in the Special Conditions.

1.6

ENTRY INTO FORCE AND EFFECT

This Consulting Contract enters into force and effect immediately upon execution hereof by both Parties.

1.7

MEASUREMENTS AND STANDARDS

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

1.8

ASSIGNMENT AND SUB-CONTRACTING

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Contracting Authority.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Contracting Authority. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall contractually oblige each subcontractor (if any), to develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) to pass on a corresponding obligation to any other subcontractors (if any).

1.8.4 In case of a JV, the consortium manager shall be responsible towards the Contracting Authority for all aspects relating to this Consulting Contract. In particular, payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

1.9

COPYRIGHT AND RIGHTS OF USE

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Contracting Authority all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Contracting Authority an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is 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 no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

1.10

OWNERSHIP OF DOCUMENTS AND EQUIPMENT

When applicable;

1.10.1 all studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Contracting Authority in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Contracting Authority. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 to the extent substantiated in the Special Conditions that any equipment is made available to the Consultant by or on behalf of the Contracting Authority for the performance of the Services, the Consultant shall return such equipment,

including any vehicles purchased for the performance of the Services and paid for in connection with this Consulting Contract, to the Contracting Authority promptly upon completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

1.11

CONFIDENTIALITY AND PUBLICATION

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Contracting Authority and/or FS, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

(a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;

(b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Contracting Authority and FS and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

(c) The disclosure of which is:

i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;

ii. required pursuant to any applicable law or regulation; or

iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to FS.

1.12

CONDUCT

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

1.13

SANCTIONABLE PRACTICE

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,

b) not engage at any time in any Sanctionable Practice; and

c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

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 FS'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
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union, the French Republic and the United States of America
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body

1.13.2 The Consultant will impose these obligations on its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall

remain unaffected.

1.14

SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

(a) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) and, consequently:

(b) 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 Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and

(c) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) 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.

1.15

REIMBURSEMENTS

Unless otherwise set out in the Special Conditions, where the Consultant is obligated under this Consulting Contract to reimburse any amount, to make any insurance or guarantee payment or to incur any penalty, it shall make all reimbursements, insurance payments, guarantee payments or similar payments for the account and in favour of the Donor(s) and through FS, Frankfurt am Main, BIC: COBADEFFXXX, account IBAN: DE15 5004 0000 0586 0150 00.

1.16

SEVERABILITY AND WRITTEN FORM

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.16.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

1.17

ROLE OF FS

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to FS pursuant to this Consulting Contract, FS shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder. FS is not a recipient of any Services under this Contract.

Paragraph 2 The Contracting Authority

2.1

INFORMATION

During the term of this Consulting Contract, the Contracting Authority, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Arrangement or to any other grant made in respect of the Project, and, to the extent that FS`s consent is required pursuant to the internal arrangement between FS and the Contracting Authority and has been granted by FS, the documents evidencing such consent.

2.2

DECISIONS AND COOPERATION

Where the Contracting Authority is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Contracting Authority with all the information reasonably required by the Contracting Authority including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

2.3

SUPPORT

2.3.1 The Contracting Authority will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Contracting Authority shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Contracting Authority shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

(a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);

(b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;

(c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;

(d) securing return transport in cases of emergency;

(e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;

(f) obtaining permission to export the money paid on behalf of the Contracting Authority to the Consultant pursuant to this Consulting Contract; and

(g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

2.4

TAXES

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Contracting Authority`s country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Contracting Authority`s country are considered to be included in the Remuneration and may not be charged separately.

2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Contracting Authority's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

2.5

SERVICES AND FURNISHINGS

The Contracting Authority shall make available to the Consultant, at the Contracting Authority's cost and expense, such technical and other equipment and offices as described in Annex 6 [Equipment and Furnishings to be provided by the Contracting Authority and Third-party Services Commissioned by the Contracting Authority] for the purpose of performing the Services.

2.6

CONTACT PERSONS OF THE CONTRACTING AUTHORITY

The Contracting Authority shall appoint two natural persons to act as the Contracting Authority's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Contracting Authority further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

Paragraph 3 The Consultant

3.1

SCOPE OF SERVICES

3.1.1 The Consultant shall deliver the Services in full and on time.

3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Contracting Authority pursuant to Paragraph 2.5 [Services and Furnishings]. The Contracting Authority shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services

3.2

STANDARD AND SPECIAL SERVICES

3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services but are customarily required in order to properly discharge the contractual obligations ("**Standard Services**"). The Standard Services shall be fully compensated through the Agreed Remuneration.

3.2.2 "**Special Services**" are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Contracting Authority requires services that were not included in the invitation to tender but are necessary.

3.3

DUE DILIGENCE

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognised quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Contracting Authority and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [Auditing].

3.4

3.4.1 The Consultant shall report to the Contracting Authority on the progress of the Services in accordance with the Special

REPORTING AND INFORMATION

Conditions and/or the Terms of Reference as applicable. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Contracting Authority quarterly reports and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions. All reports and documents regarding this Paragraph 3.4 should also be sent to FS.

3.4.2 The Consultant shall inform the Contracting Authority and FS promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring FS's approval.

3.4.3 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Contracting Authority and/or FS in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

3.5

STAFFING

3.5.1 The Consultant shall employ the staff specified in Annex 5 [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Contracting Authority.

3.5.2 Upon the Contracting Authority's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [Conduct]. Any such request of the Contracting Authority must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.

3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Contracting Authority replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Contracting Authority under this Consulting Contract, including, without limitation, under Paragraph 4.6 [Suspension or Termination].

3.5.4 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.

3.5.5 Staff within the scope of the Annex 5 [Staffing Schedule] shall only be replaced after prior written approval by the Contracting Authority, such approval not to be unreasonably withheld.

3.5.6 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

3.6

CONTACT PERSON OF THE CONSULTANT

3.6.1 Staff within the scope of the Annex 5 [Staffing Schedule] shall only be replaced after prior written approval by the Contracting Authority, such approval not to be unreasonably withheld.

3.6.2 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

3.7

INDEPENDENCE OF THE CONSULTANT

3.7.1 The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Contracting Authority to terminate this Consulting Contract with immediate effect and require the reimbursement of any and all costs incurred in connection with this Consulting Contract up to the time of such violation, as well as compensation for any and all losses and damages arising in connection with such termination.

3.7.2 The Consultant's relationship with the Contracting Authority shall be that of an independent contractor. During the contract period, the Consultant may act as a representative of the Contracting Authority solely for the purposes and within the scope explicitly defined in this Agreement. The Consultant shall not, at any time, present or hold themselves out as an officer, employee, or agent of the Contracting Authority without obtaining prior written consent from the Contracting Authority. The Consultant acknowledges and agrees that neither they nor any of their employees, consultants, subcontractors, or representatives engaged in the performance of their obligations under this Agreement shall be entitled to any employment-related benefits, rights, or obligations from the Contracting Authority. This includes but is not limited to social security contributions, pension benefits, health insurance, or unemployment insurance. In the event that any government authority or other third party asserts or imposes any obligation upon Contracting Authority to provide such benefits or rights to the Consultant or indemnify, defend, and hold harmless Contracting Authority from and against any and all liabilities, claims, damages, expenses, and penalties, including reasonable legal fees, arising from such obligations.

Paragraph 4 Commencement, Completion,

Amendment and Termination of the Services

4.1

COMMENCEMENT AND COMPLETION

4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [Time Schedule for the Performance of the Services], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).

4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Contracting Authority.

4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

4.2

PENALITIES FOR DELAY AND DISSATISFACTORY SERVICES

4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Contracting Authority a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 5% of the contract value. Any claims which the Contracting Authority may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Contracting Authority's right of termination pursuant to Paragraph 4.6.2 [Suspension and Termination].

4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Contracting Authority and if this has (i) been notified by the Contracting Authority to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Contracting Authority has requested payment of a penalty in accordance with Paragraph 4.2.1 [Penalties for Delay and Dissatisfactory Services] above, the Contracting Authority and FS shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

4.3

AMENDED SERVICES

4.3.1 The Contracting Authority shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution "Amended Services").

4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for

performance of and remuneration for the Amended Services.

4.3.3 The Consultant shall execute the Amended Services if the Contracting Authority agrees, in writing, to the remuneration proposal.

4.4

IMPEDIMENT

4.4.1 If the performance of the Services is impeded or delayed by the Contracting Authority or the Contracting Authority's contractual partners ("impediment") and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Contracting Authority of the circumstances and the possible consequences.

4.4.2 If an impediment is caused by the Contracting Authority's willful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Contracting Authority.

4.5

FORCE MAJEURE

4.5.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has willfully or negligently not, mitigated in light of the circumstances at that time.

4.5.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.5.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Contracting Authority payment of:

(a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and

(b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [Remuneration] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [Suspension or Termination].

4.5.4 The Consultant must, however, mitigate its loss and deduct

any proceeds of such mitigation, which shall include:

(a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and

(b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence,

4.5.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

4.6

SUSPENSION OR TERMINATION

4.6.1 The Contracting Authority may fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued, and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Contracting Authority. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [Force majeure] shall apply mutatis mutandis.

4.6.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Contracting Authority may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Contracting Authority which shall be, however, not less than 21 days of having been called upon to do so by the Contracting Authority, the Contracting Authority shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice

4.6.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Contracting Authority of the corresponding invoice, provided that (i) the Consultant has delivered to the Contracting Authority a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the due amounts have not been paid in accordance with the payment arrangements under this Consulting Contract within a further grace period of 30 days upon receipt by the Contracting Authority of such reminder. Without prejudice to the right to, terminate due to non-payment under this Consulting Contract, the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant`s corresponding invoice by the Contracting Authority, provided

that the Consultant has submitted a written reminder notice to the Contracting Authority after the initial 60 days deadline has passed and the due amounts have not been paid in accordance with the payment arrangements under this Consulting Contract within a further period of 21 days after the reminder notice.

4.6.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of

(a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and

(b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:

i. any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and

ii. any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant`s willful misconduct or negligence.

4.6.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Contracting Authority shall be entitled to demand compensation for any direct damages caused by the default.

4.6.6 The Contracting Authority shall have the right to terminate this Contract, without incurring any cost, penalty or liability, in the event that GSSP funding is suspended, terminated or delayed for a period exceeding sixty (60) days. Such termination shall take effect upon written notice to the Consultant, and the Consultant shall have no right to claim any compensation, damages or other costs arising from such termination.

4.7

BREACH OF PARAGRAPH 1.13

4.7.1 If the Consultant has breached Paragraph 1.13 [Sanctionable Practice], the Contracting Authority may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.7.2 The Contracting Authority may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if

the any obligations thereunder have been breached.

4.8

RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [Breach of Paragraph 1.13] the Contracting Authority shall be entitled, in cooperation with FS, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Contracting Authority.

Paragraph 5 Remuneration

5.1

FORMS OF REMUNERATION

In consideration for the performance of the Services, Consultant shall be entitled to the remuneration as set out in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [Cost Calculation and Invoicing Table], depending on the type of Services agreed which may be either¸

(a) lump sum services;

(b) time-based services; or

(c) a combination of lump sum services and time-based services.

5.2

GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Consultant's remuneration shall be paid as follows:

(a) 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.

(b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.

(c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Contracting Authority to the Consultant.

(d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be

entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [Amended Services].

5.3

PAYMENT CONDITIONS

5.3.1 In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.

5.3.2 In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [Cost Calculation and Invoicing Table) as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [Cost Calculation and Invoicing Table] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.

5.3.3 The minimum amount for an invoice is EUR 20,000, except for the final payment

5.3.4 Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable The original documentation evidencing the Other Costs shall be sent to the Contracting Authority.

5.4

LIMITATIONS

5.4.1 The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

5.4.2 If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Contracting Authority thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Contracting Authority may, in its full discretion, then agree in writing upon an increase of the Contract Value.

5.4.3 As soon as the overall payments to the Consultant under this

Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that (i) the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4 [Reporting and Information] satisfactory to the Contracting Authority together with the invoice. For the avoidance of doubt, the Contracting Authority has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Contracting Authority shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Contracting Authority must proceed in accordance with Paragraph 5.7 [Objections to Invoices].

5.5

INVOICING

5.5.1 Payments are made against invoices. All invoices shall specify (i) the period for which the Services have been performed and (ii) correct banking details, and shall be addressed to the Contracting Authority.

5.5.2 Invoices shall be submitted to the Contracting Authority. The Consultant shall send each original invoice to FS directly and a copy of each invoice to the Contracting Authority.

5.5.3 Payments to the Consultant shall be made directly by FS on behalf of the Contracting Authority from donor funds managed by FS as set out in the Funding Arrangement. Such payment by FS shall fully discharge any payment obligations of the Contracting Authority under this Consulting Contract.

5.5.4 With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

5.6

PAYMENT DEADLINE

Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Contracting Authority

5.7

OBJECTION TO INVOICES

Should the Contracting Authority object to any invoice of the Consultant (or any aspect or part thereof), the Contracting Authority shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Contracting Authority objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [Payment Deadline].

5.8

AUDITING

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall 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 permit the Contracting Authority and FS (as well

as their respective advisors and auditors) to audit these records at any time and make copies of them

5.9

PRICE ADJUSTMENTS

5.9.1 Price adjustments, if any, will be agreed upon in the Special Conditions.

5.9.2 In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

Paragraph 6 Liability

6.1

GENERAL LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Contracting Authority for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [The Consultant]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of willful misconduct or gross negligence

6.2

LIABILITY FOR SUB-CONTRACTORS

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [Assignment and Sub-contracting].

6.3

PERIOD OF LIABILITY

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

6.4

LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5

LIABILITY OF THE CONTRACTING AUTHORITY

The Contracting Authority shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [The Contracting Authority]. However, the Contracting Authority's aggregate liability shall in no event exceed the Contract Value.

Paragraph 7 Insurance against Liability and Damages / Guarantees

7.1

INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

(a) professional liability insurance;

(b) personal liability insurance;

(c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid by or on behalf of the Contracting Authority within the context of this Consulting Contract; and

(d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 If so requested by the Contracting Authority, the Consultant shall list FS as sole beneficiary of any insurance proceeds in the Insurance Policies and delegate the benefit of the Provider's Guarantees to FS.

7.1.4 The Contracting Authority shall take out the insurances to the extent agreed in the Special Conditions

7.2

GUARANTEES

Any guarantees shall be in the form set out in Annex 10 [Form of Advance Payment Guarantee] and shall always be provided as bank guarantees issued in favour of the Contracting Authority as beneficiary. The original of the guarantee shall be sent to the Contracting Authority, with a copy, together with a confirmation of delivery of the original, to be sent to FS.

Paragraph 8 Dispute Resolution

8.1

AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavor in good faith to settle the dispute amicably

8.2

MEDIATION

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions. Notwithstanding, the Parties may agree to

begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the procedure pursuant to Paragraph 8.3 [*Dispute Resolution*].

8.3

DISPUTE RESOLUTION

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [Amicable settlement] or by way of mediation pursuant to Paragraph 8.2 [Mediation], the dispute shall finally and exclusively be settled in accordance with dispute resolution procedure stipulated in the Special Conditions.

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

"Completion Period": The completion period shall be the period starting on the Commencement Date and ending on **[●].**

"Country": [●]

"Project": [●]no. **[●]** as further specified in Annex 3.

[Insert description of Project]

"Commencement Date": [insert date] / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.]

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be **[●]**.

Notices

Address of the Contracting Authority

Postal address **[●]**

Email: **[●]**

Phone: **[●]**

Fax: **[●]**

Address of the Consultant

Postal address

Email: **[●**

Phone: **[●]**

Fax:

Tax Residence of the Consultant and all JV Partners

Address of FS/GSSP

Postal address

Adickesallee 32-34
60322 Frankfurt
Germany

[The general address for FS should be specified or changed according to the project in question]

Email: gssp@fs.de

Phone: +49 (69) 154008-0

Ad 1.5: Governing law

The law governing this Consulting Contract shall be the laws of the Federal Republic of Germany.

If this Consulting Contract is concluded in more than one language, only the **English** language version shall be legally binding.]

Ad 1.9: Copyright and rights of use

[●]

Ad Article 2: The Contracting Authority

Ad 2.2: Decisions and cooperation

Decisions/discretions/cooperative actions of the Contracting Authority pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **10 business days** from receipt by the Contracting Authority of the respective written request of the Consultant.

Ad 2.6: Contact person of the Contracting Authority

The Contracting Authority's contact person shall be **[●].**

Contact details **[●]**.

The Contracting Authority's deputy shall be **[●].**

Contact details **[●]**.

Ad Article 3: The Consultant

Ad 3.3: Due diligence

[●]

Ad 3.4: Reporting and information

[●]

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

Ad 3.6.1: The Consultant's contact person

The Consultant's contact person shall be **[●]**.

Contact details **[●]**.

The deputy shall be **[●]**.

Contact details **[●]**.

Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be **[●].**

Contact details **[●]**.

The deputy shall be **[●]**.

Contact details **[●]**.

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services performed and accepted under this Contract, the Consultant shall be entitled to remuneration of

up to **[●]** in [● currency]

(the "**Contract Value**").

Such remuneration shall be financed by FS, which shall transfer the corresponding funds on behalf of the Contracting Authority in accordance with the terms of this Contract.

In accordance with the Terms of Reference, the Services will be rendered as

[please select:

☒ Lump sum services

This Contract Value is composed of

up to **[●]** in [● currency]

(the "**Contract Value for Lump Sum Services**").

(b) The applicable currency for the Consulting Contract is **[●].**

Ad 5.2 (a): General Payment Terms

[Total amount of the advance payment: EUR [●]

equaling [●] % of the Contract Value [*if applicable:* excluding Other Costs]

☒ An advance payment guarantee will not be required.]

5.3: Payment Conditions

A) Lump sum services

[●] EUR advance payment relating to the lump sum services.

equaling **[●]** % of the total remuneration for the lump sum services.

This advance payment [relating to the lump sum services] will not be deducted from the further lump-sum instalments.

Instalments

Payment shall be made in **[●]** instalments [, each for an amount of **[●]]** / **[**as follows: **[●]].** Starting from instalment no. **[●]** (>70% of the Contract Value) invoices must be accompanied by the respective quarterly report in accordance with article 3.4 and 5.4 of the General Conditions.

[*If applicable:* In derogation of Art. 5.2(b), instalments will be made every **[●]** months.]

[Payments shall generally be made quarterly; any more frequent payments need to be approved by FS.]

If applicable: In derogation of Art. 5.2.(b) payment shall be made based on the fulfilment of the respective milestone as follows: **[●]**]

[●] EUR as the final payment

B) Other Costs

Other Costs, if any, will be invoiced together with the instalments on the basis of and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the project No. (see Definition of "Project" pursuant to Article 1.1).

Payments shall be made to the following account:

Account holder: **[●]**

Bank: **[●]**

Account number: **[●]**

IBAN: **[●]**

BIC: **[●]**

Ad 5.9: Price adjustment

Not applicable.

Ad Article 6: Liability

Ad 6.3: Period of liability

[*Please choose applicable alternative or delete altogether.*]

The Consultant's liability shall terminate **[*insert date*]** [or] [[●] year[s] after the final acceptance of the structures or units (if any) planned and supervised by it.]]

Ad Article 7: Insurance

The insurance **[●]** shall be taken out and maintained by the Consultant, the insurance **[●]** by the Contracting Authority. *[N.B.: Complete as appropriate].*

Ad Article 8: Dispute Resolution

Ad 8.2: Mediation

The mediator shall be appointed by **[●]** and the appointment shall be binding for the Parties[3].

The costs of the mediation and of the mediator's services shall be shared equally between the Parties.

Ad 8.3: Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of **[●].**

(Place, date)

(for the Contracting Authority) (for the Consultant)

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
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Staffing Schedule
5	Time Schedule for the Performance of the Services
6	Cost Calculation
7	The Consultant's Bid

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

To: **Contracting Authority and the Global Shield Solutions Platform**

1. We hereby declare and acknowledge that:

   We understand and accept that the financial support for the services to be procured under this process is provided indirectly by the Global Shield Solutions Platform (GSSP), through Frankfurt School of Finance & Management gGmbH (FS), in its role as an implementing entity of the GSSP.

   We recognize that no contractual or legal relationship exists between us and GSSP or any of the GSSP Contributors. The GSSP remains solely responsible for the implementation of its grant arrangements with the Contracting Authority is solely responsible for the preparation, implementation, and execution of this procurement process and any resulting contract.

   We agree to refrain from making any claims or demands against the GSSP, FS or the GSSP Contributors in relation to this procurement process or any resulting contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our organisation, including any subcontractors, 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. having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

   2.3. having been convicted by a final court decision or a final administrative decision by a court, the European Union, in France, or in Germany for Sanctionable Practice in connection with a Bidding, Tender, or Award 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 the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in Germany *(contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/) must submit a fully completed and legally countersigned declaration of*

tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract / contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

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/de-barr 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 Bid.

3. 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 Contracting Authority or a shareholder controlling Contracting Authority, unless the stemming conflict of interest has been brought to the attention of the Contracting Authority and resolved to its satisfaction;

   3.2. having a business or family relationship with Contracting Authority staff involved in the Bidding Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of Contracting Authority 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 Contracting Authority;

   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 Contracting Authority;

4. If we are a state-owned entity, and compete in a Bidding Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of Contracting Authority, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Bidding 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 Bidding 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, France, 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 (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 Frankfurt School of Finance & Management and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. 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 Bidding Process and the performance of the Contract and (ii) permit Contracting Authority, the GSSP and GSSP contributors, or an auditor appointed by Frankfurt School of Finance & Management, 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.

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 fulfilment 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 Bidding Process and the performance of the Contract are stored and processed according to the applicable law by the Frankfurt School of Finance and Management.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[7]: _____

Signature: Dated:

Terms of Reference plus Tender Documents

Annex 4

Staffing Schedule

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

Annex 5

Time Schedule for Delivery of the Services

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

Cost Calculation and Invoicing in *[EUR]*
Package A – Lump Sum Services

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 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 Package A – Lump Sum Services	