German Financial Cooperation with the Global Crop Diversity Trust

**Project:** Capitalisation of the endowment fund of the Global Crop Diversity Trust and strengthening of national seedbanks

Request for Proposals

for

Consulting Services for strengthening the Global Crop Diversity Trust capacity to implement project activities in Africa

**Employer:**
Global Crop Diversity Trust

April 2020

BMZ Nr. : 2018 01 141
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LETTER OF INVITATION

Project ID: BMZ-No. 201867654

Bonn, Germany, 20 April 2020

To whom it may concern,

1. The Global Crop Diversity Trust (hereinafter called "Recipient") has applied for financing from KfW Development Bank ("KfW") in the form of a financial contribution (hereinafter called "grant") toward the cost of the Capitalisation of the endowment fund of the Global Crop Diversity Trust and strengthening of national seedbanks. The Global Crop Diversity Trust, acting as the implementing agency of the Recipient and referred to as the "Employer", 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. The Employer now invites Proposals to provide the following consulting services (hereinafter called “Services”): Consulting Services to monitor and manage project activities with national partners, ensure timely delivery of project outputs, and to ensure compliance of project partners with all donor requirements (Project Specialist). More details on the Services are provided in the Terms of Reference (Section VII). It is not permissible to transfer this invitation to any other firm.

3. A firm or an individual will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de, and in the present document.

4. Please inform us by 15.05.2020, in writing at Global Crop Diversity Trust, Mr. David Westphal, Platz der Vereinten Nationen 7, 53113 Bonn, Germany, or by e-mail inquiries@croptrust.org:

   (a) that you have received this Letter of Invitation; and
   (b) that you have received the Request for Proposal
   (c) and whether you are willing to submit a bid until submission deadline.

5. Details on the Proposal’s submission date, time and address are provided in Section II. Data Sheet.

Yours sincerely,

David Westphal, Corporate Operations Officer, Global Crop Diversity Trust
PART 1 – TENDERING PROCEDURES
Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions (GP)

1. Scope of Proposals and Definitions

1.1 The Employer 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) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant”, “Bidder” and “Applicant” are used in this document interchangeably.

   (d) “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).

   (e) “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.

   (f) “Day” means a calendar day.

   (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency contract.

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

   (i) “Government” means the government of the Employer’s country.


   (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the Consultants 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 Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

   (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) “PEA” means the Project Executing Agency


(p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.

(q) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(r) “Single-Stage Selection” means Tender Process in which persons submit their evidence of qualification together with their technical and financial offer.

(s) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.

(t) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the Data Sheet has applied or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the Data Sheet. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.

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

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

4.1 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 accordance with ITC 11.2. 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 authorized 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 authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 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 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to qualified Consultants.

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

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’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 Employer’s interests paramount, strictly avoiding conflicts with 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 PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;

(b) have a business or a family relationship with a PEA’s staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and 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 PEA;
(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 PEA;

(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 project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.

(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 PEA 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 Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. 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 Employer shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. 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 RFP, the Employer’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 Employer.

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 Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. **Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer 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 listed in the Data Sheet.

10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III).

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 IV).

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 ITC 11.2 applies and if not otherwise stipulated in the Data Sheet.

11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The ladder shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.

11.3 Individuals¹ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when 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 or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

12.3 The Employer will make its best effort to complete the evaluation within the Proposal’s validity period. However, should the need arise, the Employer may

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¹ An individual (natural person) which is not part of the regular staff (“freelancer”) but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.
request, in writing, all Consultants who submitted Proposals prior to the 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 Employer.

12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

12.8 Substitution requests shall not 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 RFP

13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer’s address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP 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 Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

13.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an 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 Technical or Financial 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 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted
Consultants associate with each other, any of them can be the Lead Consultant.

14.1.2 The Employer may indicate in the Data Sheet the estimated Key Experts’ time-input or the Employer’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.

14.1.3 If so required in the Data Sheet, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the Data Sheet.

14.1.4 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. Technical Proposal Format and Content

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

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

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) 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 Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV.

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the Data Sheet.

16.3 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 Employer’s country, unless they are exempted from such payments. The details of 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 Experts outside the Employer’s country shall be considered to be included in the overhead fees.

16.4 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.
Chapter II – Data Sheet

16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

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

Contributions by the Employer

16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

16.7.1 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;

16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;

16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;

16.7.4 provide other contributions as stipulated in the Data Sheet.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.

17.2 The authorized representative of the Consultant according to ITC 4.1 shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

17.3 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 authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member’s authorized representative and attached to the Technical Proposal.

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

17.5 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies and recipients are indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, [Name of the Assignment], reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment,
17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet].”

17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.10 The original of the Proposal or its modifications must be sent to the address indicated in the Data Sheet and received no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the Data Sheet is decisive for the timely submission of the Proposal.

17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the Data Sheet. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19. Opening of Technical Proposals

19.1 The Employer’s evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the Data Sheet and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer’s evaluation committee shall be composed of at least three members unless otherwise detailed in the Data Sheet. One member of the Evaluation committee shall not be staff from the Employer’s administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the Data Sheet the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4.

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-2) 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-2; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence
or absence of the Declaration of Undertaking (TECH-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.

20. Proposals Evaluation

20.1 Prequalification: The Employer shall reject a proposal that is not substantially responsive to the requirements of this RFP. In particular, a proposal failing to demonstrate that the Consultant fulfils the financial capability requirements (Form PQ-3) or lacking the following documents shall be considered not substantially responsive:

a) Declaration on Conflict of Interest (Form PQ-1)

b) Declaration of Association (Form PQ-2)

c) Declaration of Undertaking (Form TECH-2)

20.2 The evaluation of the Technical Proposals 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 19.2.

20.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the Data Sheet.

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

21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals 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 in accordance with ITC 22.1. 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.

21.2 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.

22. Opening and Evaluation of Financial Proposals

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

23. Evaluation of Financial Proposals

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

23.2 If a Time-Based contract form is included in the RFP, the Employer’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 RFP 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 Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

23.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

23.4 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

23.5 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 23.2 and ITC 23.3.

24. Taxes

24.1 The Employer’s evaluation of the Consultant’s Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer’s country, directly attributable to the Contract, if not otherwise specified in the Data Sheet.
25. Conversion to Single Currency

25.1 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.


26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the Data Sheet.

26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

27. Qualification of the Consultant

27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage.

27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant’s eligibility and qualifications to perform satisfactorily.

28. Employer’s Right to Reject All Proposals

28.1 The Employer 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

29. Negotiations

29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.

29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant’s authorized representative.

29.3 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 of the ITC. Failure to confirm the Key Experts’ availability shall result in the rejection of the Consultant’s Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

29.4 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.

29.5 The scope of the contract negotiations shall be limited to the following points:
Financial Negotiations

29.6 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.

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

30. Conclusion of Negotiations

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

30.2 If the negotiations fail, the Employer 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 Employer 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 Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

31. Award of Contract, Information of Consultants

31.1 After completing the negotiations with the Consultant the Employer 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.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer 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.

31.3 Subject to KfW’s no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;

b) clarifying any counterpart services to be provided by the Employer

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

A. General

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The name of the Employer is: the Global Crop Diversity Trust. The method of selection is a Fixed Budget Based Selection. The Tender Process is conducted in a single stage, which means Bidders submit their evidence of qualification together with the technical and financial offer.</td>
</tr>
<tr>
<td>1.2 (b)</td>
<td>This tender shall be governed by general principles of law to the exclusion of any single national system of law. Any dispute relating to the interpretation or execution of this tender shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.</td>
</tr>
<tr>
<td>1.2 (c)</td>
<td>By “Consultant” it is referred to individuals or firms.</td>
</tr>
<tr>
<td>1.3</td>
<td>The name of the assignment is Consulting Services for Strengthening the Global Crop Trust Diversity Capacity to Implement Project Activities in Africa.</td>
</tr>
<tr>
<td>1.4</td>
<td>A pre-proposal conference will not be held.</td>
</tr>
<tr>
<td>1.5</td>
<td>The Employer will provide the following inputs to facilitate the preparation of the Proposals (included in RFP): • Report: Increasing Climate Resilience for Poor Farmers: The Role of National Plant Genetic Resources Collections • Report: Ethiopia, Kenya, Zambia, Ghana and Nigeria final review reports. • Project document: National Seed Collections for Climate-Resilient Agriculture in Africa</td>
</tr>
<tr>
<td>4.1</td>
<td>No Joint Ventures are eligible</td>
</tr>
<tr>
<td>4.4</td>
<td>Only Consultants are deemed prequalified if they fulfil the qualification according to the must meet requirements in 21.1</td>
</tr>
<tr>
<td>6.0</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>

B. Preparation of Proposals

<table>
<thead>
<tr>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Proposals shall only be accepted in the English language, which shall be the governing language of the Contract. All correspondence exchange shall be in English language.</td>
</tr>
</tbody>
</table>
10.1 The Proposal shall be submitted in three envelopes comprise the following documents:

Pre-qualification Proposal Envelope:
(1) Presentation of the Consultant
(2) Power of Attorney to sign the Proposal
(3) PQ-1 Sample Declaration on Conflict of Interest
(4) PQ-4 Project Experience
(5) PQ-5 List of Human Resource Capacity (only applicable for Firms)
(6) Curricula Vitae (only applicable for Firms: inclusive of Backstopping personnel)
(7) TECH-1 Declaration of Undertaking

Technical Proposal Envelope:
(8) TECH-2 Technical Proposal Submission Form
(9) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff
(10) TECH-4 Description of the Approach, Methodology, and Work Plan
(11) TECH-5 Work Schedule
(12) TECH-6 Personnel Schedule (only applicable for Firms)

Financial Proposal Envelope:
(1) FIN-1 Financial Proposal Submission Form
(2) FIN-2 Financial Proposal – Cost Breakdown

11.1 Sub-consultants may participate in more than one Proposal.

12.1 Proposals shall remain valid for 90 days after the Proposal submission deadline.

13.1 The deadline for requests for clarifications by Consultants is 21 days prior to the submission date as per Clause 17.9. The clarifications will be circulated 14 days prior to the submission date at the latest.

Clarifications requests shall be addressed to Mr. David Westphal, c/o Global Crop Diversity Trust, Platz der Vereinten Nationen 7, 53113, Bonn, Germany. Via email: inquiries@croptrust.org

14.1.4 The maximum budget for the Services is 122,100 EUR per annum, taxes inclusive. This amount however does not include travel and related expenses which should be tabulated and computed separately. The maximum travel budget is of 130,620 EUR for all three years. All travel arrangements are managed by the Crop Trust.

16.1 The contract period shall 3 years.

The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.

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

Remuneration mode is a monthly payment, based upon approval of the corresponding monthly report.

16.2 Not applicable.

16.3 For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer’s country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context
The consultant has to inform himself whether he is liable to local taxes and public duties directly attributable to the Contract and their payment to local tax authorities. If he is liable, the Employer will remunerate the Consultant for taxes and public duties upon proof of evidence. The Financial Proposal shall contain a separate estimate for such taxes and public duties.

For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer’s Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.

16.7.4 Not applicable.

C. Submission, Opening and Evaluation

17.5 The Consultant shall submit the Proposal as follows:

(a) Pre-qualification Documents: one (1) original and one (1) copy, each as hard copy;
(b) Technical Proposal: one (1) original and one (1) copy, each as hard copy;
(c) Financial Proposal: one (1) original and one (1) copy, each as hard copy.

17.8 The deadline for the submission of Proposals shall be 17.06.2020, 15:00 hrs. (CET)

17.10 The original of the Proposal shall be submitted at the following address: Corporate Operations, c/o Global Crop Diversity Trust, Platz der Vereinten Nationen 7, 53113, Bonn, Germany. The original of the Proposal shall be packaged in accordance with the requirements stipulated in ITC 17.5 - 17.8.

19.1 The opening of the Proposals will take place 18.06.2020, 10:00 hrs (CET), at Platz der Vereinten Nationen 7, 53113, Bonn, Germany.

19.2 The evaluation committee is composed of two members of the Crop Trust Corporate Operations Unit, one member of the Finance Unit and two members of the Science Team.

19.3 One bid opening will be followed. All envelopes (Technical and Financial Proposals) will be opened at the same time.

21.1 The pre-qualification shall be carried out based on the following criteria and must meet requirements. No additional criteria or sub-criterion than those indicated below shall be used for the evaluation of Pre-qualification Proposal.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Must meet requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience of the Consultant: Evidence of relevant experience managing complex agriculture projects in large international or commercial organizations during the past 5 (five) years (1 reference expected).</td>
</tr>
</tbody>
</table>
2. Experience in development of formal, informal and integrated seed systems, participatory plant breeding, seed quality control and/or seed production (1 reference expected).

3. Working experience in Ethiopia, Ghana and/or Nigeria (1 reference expected for Ethiopia and 1 for Ghana or Nigeria).

After having completed the evaluation of the Pre-qualification Proposals, a short-list consisting of all Consultants who have complied with all must-meet-criteria will be established. In the next step, the Technical Proposals of shortlisted Consultants will be evaluated. Bidders not pre-qualified will be informed accordingly.

The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. Only qualified Bidders who achieved 70% of the points from items 1 and 2 below are invited by the Employer to an interview, which will be conducted by Skype.

<table>
<thead>
<tr>
<th>1.</th>
<th>Concept and Methodology</th>
<th>40</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Clarity and completeness of the tender</td>
<td>10</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Proposal is clearly arranged and structured. Text statements are supported with appropriate tables, lists and other editorial aids.</td>
<td>5</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Proposal takes full account (in content and form) of the RFP. No unrequested surplus information provided.</td>
<td>5</td>
</tr>
<tr>
<td>1.2</td>
<td>Critical analysis and the Consultant’s interpretation of the project’s objectives and the Terms of Reference (TOR)</td>
<td>10</td>
</tr>
<tr>
<td>1.3</td>
<td>Proposed concepts and methods</td>
<td>20</td>
</tr>
<tr>
<td>1.3.1</td>
<td>Text clearly states how the task is to be solved and the resources used.</td>
<td>10</td>
</tr>
<tr>
<td>1.3.2</td>
<td>Text clearly states how the quality of the work is to be assured.</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Qualifications of Proposed Staff</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Team Leader / Project Manager (max. score for individuals is 30)</td>
<td>20</td>
</tr>
<tr>
<td>2.1.1</td>
<td>Qualification and experience in project and financial management (max. score for individuals is 15)</td>
<td>10</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Qualification and experience managing geographically dispersed teams (max. score for individuals is 15)</td>
<td>5</td>
</tr>
<tr>
<td>2.2</td>
<td>Other Key staff to be employed on the project (only applicable for Firms)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<tr>
<td>3.</td>
<td><strong>Interview</strong> (Conducted by Skype upon request of the Employer). For Firms, the interview will be conducted with the Team Leader.</td>
<td>30</td>
</tr>
<tr>
<td>3.1</td>
<td>Ability to adapt communication style and methods to different levels and audiences.</td>
<td>10</td>
</tr>
<tr>
<td>3.2</td>
<td>Ability to make difficult decisions with a degree of independence, including under ambiguous situations</td>
<td>10</td>
</tr>
<tr>
<td>3.3</td>
<td>Management and leadership abilities</td>
<td>10</td>
</tr>
<tr>
<td>Total (maximum)</td>
<td></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**25.1** The single currency for the conversion of prices expressed in other currencies into a single one shall be **EURO**.

The official source of the selling (exchange) rate is: [https://www.oanda.com/lang/de/currency/converter/](https://www.oanda.com/lang/de/currency/converter/)

The date of the exchange rate shall be two (2) weeks prior to the deadline for submission of proposals.

**26.1** The highest scored technical Proposal shall be selected, provided that the price Proposal is within the budget.

**D. Negotiations and Award**

**31.1.** Not applicable.

**31.2.** The expected commencement date of the assignment is 01.08.2020.
## Section III. Pre-Qualification and Technical Proposal – Standard Forms

### Checklist of Required Forms for Pre-Qualification

<table>
<thead>
<tr>
<th>FORM</th>
<th>DESCRIPTION</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation of the Consultant</td>
<td>No pre-set format/form, maximum 10 pages, no brochures. If the Applicant 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.</td>
<td>5 per single entity</td>
</tr>
<tr>
<td>Power of Attorney</td>
<td>No pre-set format/form.</td>
<td></td>
</tr>
<tr>
<td>PQ-1</td>
<td>Sample Declaration on Conflict of Interest</td>
<td></td>
</tr>
<tr>
<td>PQ-2</td>
<td>Sample Declaration of Association</td>
<td></td>
</tr>
<tr>
<td>PQ-4</td>
<td>Project Experience</td>
<td></td>
</tr>
<tr>
<td>PQ-5</td>
<td>List of Human Resource Capacity (only applicable for Firms)</td>
<td></td>
</tr>
<tr>
<td>Curricula Vitae</td>
<td>Sample CV</td>
<td></td>
</tr>
<tr>
<td>TECH-1</td>
<td>Declaration of Undertaking</td>
<td></td>
</tr>
</tbody>
</table>
## Checklist of Required Forms for Technical Proposal

<table>
<thead>
<tr>
<th>TECH-2</th>
<th>Technical Proposal Submission Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECH-3</td>
<td>Comments or Suggestions on the TOR</td>
</tr>
<tr>
<td>TECH-4</td>
<td>Description of the Approach, Methodology, and Work Plan</td>
</tr>
<tr>
<td>TECH-5</td>
<td>Work Schedule (Tasks and Activities Bar Chart)</td>
</tr>
<tr>
<td>TECH-6</td>
<td>Personnel Schedule, inclusive Backstopping (only applicable for Firms)</td>
</tr>
</tbody>
</table>
FORM PQ-1 – 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 Section I, 5.0.

We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the evaluation process,

[List Sub-Consultants here]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 4.1]
## Form PQ-4 – Project Experience

<table>
<thead>
<tr>
<th>Ref no:*</th>
<th>Project title</th>
<th>Name of legal entity (declaring Consultant)</th>
<th>Project Country</th>
<th>Overall project value (EUR)*</th>
<th>Proportion carried out by the legal entity (%)**</th>
<th>Provided staff input (person months)</th>
<th>Name of client</th>
<th>Origin of funding</th>
<th>Dates (start/end)</th>
<th>Name of JV members, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
<td>...</td>
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<td>...</td>
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<td>...</td>
</tr>
</tbody>
</table>

**Detailed description of project (background, objectives and main activities)**

* Max. 15 reference project conducted in last 8 years

** 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 PQ-5 - LIST OF HUMAN RESOURCE CAPACITY

Human Resource Capacity

Complete the list below to demonstrate the permanent staff available in the areas of expertise required in this assignment as described in GP / SP 1.6. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert Services.

[To avoid misunderstanding insert a separate sheet for each JV members here]

<table>
<thead>
<tr>
<th>Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.6</th>
<th>Staff</th>
<th>Total staff appropriate for the specialisation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Permanent staff in the Applicants firm</td>
<td>Freelance staff</td>
</tr>
</tbody>
</table>

Total staff number of the Applicant

Please substantiate above statements with (an) organizational chart(s) of the firm or the relevant parts of the firm.
CURRICULUM VITAE (CV)

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>[e.g., K-1, TEAM LEADER]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>[Insert full name]</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>[day/month/year]</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact info for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005- present]</td>
<td>[e.g., Ministry of ……, advisor/consultant to…]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For references: Tel…………/ e-mail……; Mr/Mrs B, deputy minister</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):
## Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned on Consultant’s Team of Experts:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List all deliverables/tasks as in TECH- 6 in which the Expert will be involved]</td>
<td></td>
</tr>
</tbody>
</table>
FORM TECH-1

Declaration of Undertaking

Reference name of the Application/Offer/Contract: (“Contract”)²

To: (“Project Executing Agency”)¹

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

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

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

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

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

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

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

² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”.

³ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.
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 PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA’s staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and 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 PEA;

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 PEA;

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 PEA, which will inform KfW, any change in 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\(^4\) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA 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 PEA and KfW or an auditor 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 PEA and KfW.

Name: ___________________________ In the capacity of: ___________________________
Duly empowered to sign in the name and on behalf of\(^5\): ___________________________
Signature: ______________________ Dated: ______________________

---

\(^4\) 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 Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination.

\(^5\) In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.
Section III. – Technical Proposal - Standard Forms

FORM TECH-2

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[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 contained in 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 3.

(d) Except as stated in ITC 12, 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 stated in ITC 27.4 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 ITC 29.

We understand that the Employer 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 TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE 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 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.]
**FORM TECH-4**

**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**
b) **Work Plan**
c) **Organization and Staffing**
d) **Back-up Services**
e) **Quality Control and Management**
f) **Logistics**

a) **Technical Approach and Methodology** [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]

b) **Work Plan** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]

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

d) **Back-up Services** [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 Management** [Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]

f) **Logistics** [Please describe the planned logistics and facilities for the execution of the services.]
### FORM TECH-5 (INDICATIVE FORMAT)

**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)**

<table>
<thead>
<tr>
<th>Nº</th>
<th>Tasks ¹ (T-..)</th>
<th>Months ² ³</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>.....</th>
<th>n</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1</td>
<td>[e.g., Task #1: Report A</td>
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<td>1) data collection</td>
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<td>2) drafting</td>
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<td>3) inception report</td>
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<td>4) incorporating comments</td>
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<td>5) ..................................................................................................................................................</td>
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</tr>
<tr>
<td></td>
<td>6) delivery of final report to Employer</td>
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<td></td>
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<tr>
<td>T-2</td>
<td>[e.g., Task #2:.............]</td>
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</tr>
</tbody>
</table>

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

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

3 Include a legend, if necessary, to help read the chart.
FORM TECH-6 (INDICATIVE FORMAT)
PERSONNEL SCHEDULE (BAR CHART)

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Position</th>
<th>Months</th>
<th>Total time-input (in person-months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 ..... n</td>
<td>Internat'  National  Total</td>
</tr>
<tr>
<td>KEY EXPERTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-1</td>
<td>[e.g., Mr/Mrs. A]</td>
<td>[e.g., Team Leader]</td>
<td>Home Field</td>
<td></td>
</tr>
<tr>
<td>K-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-3</td>
<td></td>
<td></td>
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</tr>
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<td>n</td>
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</tr>
</tbody>
</table>

Subtotal:

| OTHER EXPERTS |            |                              |        |                                    |
| E-1 | [Home]     |                              |        |                                    |
| E-2 | [Field]    |                              |        |                                    |
| n  |            |                              |        |                                    |

Subtotal:

Total:

1 Months are counted from the start of the assignment/mobilization.
2 "Home" means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’s country or any other country outside the expert’s country of residence.
3 The assignment of international and national staff shall be treated separately.

Full time input  Part time input
Section IV. Financial Proposal - Standard Forms

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

FIN-1 Financial Proposal - Submission Form
FIN-2 Financial Proposal - Cost Breakdown
FORM FIN-1
FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

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], [Insert “excluding” as standard or “including”] of all indirect local taxes in accordance with Clause 25.1 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 Clause 12.1 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:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[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,

Authorized 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

[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]

### Model for Financial Proposal – Overall Cost Breakdown

**Basic Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sum in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Package A - Lump sum services w/o options</td>
<td></td>
</tr>
<tr>
<td>[list services included in package as per Data Sheet 16.1. and TOR]</td>
<td></td>
</tr>
<tr>
<td>Total Package B – Time based services w/o options</td>
<td></td>
</tr>
<tr>
<td>[list services included in package as per Data Sheet clause 16.1. and TOR]</td>
<td></td>
</tr>
<tr>
<td>Grand Total Package A &amp; B - Lump sum and Time based</td>
<td></td>
</tr>
</tbody>
</table>

### Optional Services, Alternative Proposal

[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]

### 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.]

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes and duties</td>
<td></td>
</tr>
<tr>
<td>Basic Services</td>
<td></td>
</tr>
<tr>
<td>Optional Services</td>
<td></td>
</tr>
</tbody>
</table>
Summary Overview

1 - Package A - Lump Sum Services (as per Data Sheet clause 16.1. and TOR)

<table>
<thead>
<tr>
<th>SUMMARY*</th>
<th>Sum in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. – Foreign staff cost</td>
<td></td>
</tr>
<tr>
<td>2. – Local staff cost</td>
<td></td>
</tr>
<tr>
<td>3. – Allowance and accomodation</td>
<td></td>
</tr>
<tr>
<td>Sub-Total – Staff cost</td>
<td></td>
</tr>
<tr>
<td>4. - International travel costs</td>
<td></td>
</tr>
<tr>
<td>5. – Local travel &amp; transport cost</td>
<td></td>
</tr>
<tr>
<td>6. – Project office</td>
<td></td>
</tr>
<tr>
<td>7. – Reports and documents</td>
<td></td>
</tr>
<tr>
<td>Sub-Total Logistics and transport</td>
<td></td>
</tr>
<tr>
<td><strong>Total – Fees, transport and logistics</strong></td>
<td></td>
</tr>
<tr>
<td>8. - Equipment cost*</td>
<td></td>
</tr>
<tr>
<td>9. - Miscellaneous cost*</td>
<td></td>
</tr>
<tr>
<td><strong>Total – Other cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Package A - Lump Sum Services</strong></td>
<td></td>
</tr>
</tbody>
</table>

*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.

2 - Package B – Time Based Services (as per Data Sheet clause 16.1. and TOR)

<table>
<thead>
<tr>
<th>SUMMARY</th>
<th>Sum in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. – Foreign staff cost</td>
<td></td>
</tr>
<tr>
<td>2. – Local staff cost</td>
<td></td>
</tr>
<tr>
<td>3. – Allowance and accomodation</td>
<td></td>
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<tr>
<td>Sub-Total – Staff cost</td>
<td></td>
</tr>
<tr>
<td>4. - International travel costs</td>
<td></td>
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<tr>
<td>5. – Local travel &amp; transport cost</td>
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<tr>
<td>6. – Project office</td>
<td></td>
</tr>
<tr>
<td>7. – Reports and documents</td>
<td></td>
</tr>
<tr>
<td>Sub-Total Logistics and transport</td>
<td></td>
</tr>
<tr>
<td><strong>Total – Fees, transport and logistics</strong></td>
<td></td>
</tr>
<tr>
<td>8. - Equipment cost</td>
<td></td>
</tr>
<tr>
<td>9. - Miscellaneous cost</td>
<td></td>
</tr>
<tr>
<td><strong>Total – Other cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Package B – Time Based Services</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Detailed Cost Calculation for Package [to be specified]

<table>
<thead>
<tr>
<th>1. Foreign Staff Cost</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Team Leader</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>1.2 NN</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>1.3 …</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Foreign staff</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Local Staff Cost (incl. allowances and accommodation, see explanation)</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 NN</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>2.2 …</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Local staff</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Allowance, accommodation - Long-term staff</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>3.2 Allowance, accommodation - Short-term staff</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Allowance and accommodation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. International Travel</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 International return flights</td>
<td>flight</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>4.2 Complementary travel costs</td>
<td>flight</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>4.3 … other international travel costs</td>
<td>flight</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-Total International flights</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Local Travel &amp; Transport Cost</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Vehicle lease/rent or use of own vehicles</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>5.2 Vehicle O&amp;M incl. driver, assurance, repairs</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>5.3 Other local transport (short-term, peak)</td>
<td>day</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>5.4 Local flights</td>
<td>flight</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Local transport</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Project Office</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Office rent</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>6.2 Operation</td>
<td>month</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Project office</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Reports and Documents</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1 … (Type of reports/documents to be stated)</td>
<td>/doc</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>7.2 …</td>
<td>...</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td><strong>Sub-total Reports and documents</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Equipment</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Office equipment</td>
<td>…</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td>8.2 Project vehicles</td>
<td>…</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td>8.2 Other. equip. to be handed over/consumed</td>
<td>…</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td><strong>Sub-Total Total Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Miscellaneous Items</th>
<th>Unit</th>
<th>No.</th>
<th>Unit Rate (EUR)</th>
<th>Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Other miscellaneous items/services</td>
<td>…</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td>9.2 Contingencies</td>
<td>…</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td><strong>Sub-Total Total Miscellaneous items/services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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

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 monthly home office 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 Employer’s country unless the assignment foresees extensive travel in the Employer’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 Employer’s country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP backstopping services from the home office are deemed to be included in the overhead cost.

Item 3 - Allowance and accommodation
This item shall include for 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.

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 elements as 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 include reports 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 Employer 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 specified explicitly in ITC 16.1 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., which the Consultant deems necessary for the execution of the project. 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.

Note: Procurement of goods and services for the project implementation 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 required in this assignment. The following examples may fall under miscellaneous cost:

- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

In case Miscellaneous Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies: The Consultant shall include in its Financial Proposal such items considered necessary for the fulfillment 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 V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

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

   2.2 have been

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

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

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

   2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the 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 KfW’s satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. **Sanctionable Practice**

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

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

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW 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 KfW.

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

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

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

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

- **Coercive Practice**: The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.

- **Collusive Practice**: An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.

- **Corrupt Practice**: The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
**Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

**Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

**Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. **Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHIS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-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\(^6\) (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.
PART 2 – TERMS OF REFERENCE
Section VII. Terms of Reference

Consulting Services for strengthening the Global Crop Diversity Trust capacity to implement project activities in Africa

Period of assignment: 3 years

1. INTRODUCTION
The Global Crop Diversity Trust (https://www.croptrust.org/) is an international organization with Headquarters in Bonn, Germany whose mission is to ensure the conservation and availability of crop diversity for food security worldwide.

The Capitalisation of the Endowment Fund of the Global Crop Diversity Trust and Strengthening of National Seedbanks project aims to empower national seed collections, by safeguarding them in perpetuity through and endowment fund, documenting and managing them appropriately for conservation and use, and promoting their use, as a basis for climate adaptation of vulnerable African cropping systems. The project is supported by the Federal Republic of Germany through KfW and is conducted in Ethiopia, Kenya, Zambia, Ghana and Nigeria.

The project consists of three outputs:
- Essential operations of national seed collections in 5 African countries safeguarded in perpetuity through an endowment fund.
- National seed collections are managed and documented appropriately for conservation and use.
- Use of national seed collections for increasing the diversity of varietal options with which farmers can respond to climate change.

The expected outcomes of the project are:
- Increased number of seed samples in national seed collections available for distribution.
- Increased annual requests for seed samples from users successfully serviced.
- Two varieties or landraces identified for dissemination to farmers and traced back to seed samples from national seed collections.

2. OBJECTIVES OF THE ASSIGNMENT
The Global Crop Diversity Trust is looking for a highly skilled consultant to monitor and manage project activities with national partners, ensure timely delivery of project outputs, and to ensure compliance of project partners with all KfW requirements. The approach to fulfill this assignment includes:
- At least two on-site visits to each national partner per year.
- An annual travel to the Global Crop Diversity Trust headquarters (Bonn, Germany).

3. SCOPE OF WORK
To reach the objectives of this assignment, the consultant is the
The consultant will be involved in all project activities in Ethiopia, Kenya, Zambia, Ghana and Nigeria, including project implementation and management. To reach the objectives of this assignment, the consultant is expected to conduct the following tasks:

- Provide support to project partners on technical, financial, procurement and compliance matters, including the preparation of reports, annual workplans, regular site visits, troubleshooting problems and providing scientific and management advice and technical backstopping as needed;
- Assist the Crop Trust to understand local requirements and needs regarding equipment and services, and assist with ensuring compliance with the donor’s Procurement Guidelines;
- Ensure appropriate involvement of national project partners in selecting service providers and suppliers and ensure timely delivery, installation and maintenance of equipment and supplies for each participating national genebank;
- Collaborate closely with Crop Trust staff in the identification of project communications opportunities;
- Report regularly to Project Manager;
- Assist proactively in the organization of project workshops and meetings in the region;
- Ensure quality control and delivery for all on-site project activities. In particular, and to the extent possible, monitor implementation of policies and procedures at institutional level, as defined by the project management team;
- Liaise and collaborate with relevant local authorities, high-level policy makers, private sector representatives, CGIAR staff, NGOs and other stakeholders in the region as applicable;
- Develop and maintain a positive working relationship between project participants and external counterparts;
- Represent the project at meetings, workshops and conferences as needed;
- Prepare reports, briefings, background information, narratives and statistical reporting as required;
- Promote and share ideas for improvement and necessary changes in activities.

4. DELIVERABLES

The following deliverables shall be provided by the consultant according to the timeline provided here:

- A monthly report (max. 1500 words)
- Annual visits to each national partner (to be discussed with the project manager)
- An annual report (max. 2000 words) (January 2021, 2022, 2024)
- An annual workplan (November 2020, 2021, 2022, 2023)
- Meeting in Global Crop Diversity Trust in Bonn to discuss progress on project activities (October 2020, 2021, 2022)

5. PRINCIPLES OF WORK

Although the consultant’s scope of work during execution of his services has been outlined as detailed as possible in the terms of reference, the consultant shall consider that the list of tasks
and activities cannot be considered as complete. Rather, it is the consultant’s responsibility to critically assess the scope of services indicated and to propose extensions or amendments depending on his own professional judgement and the know-how he will acquire during preparation of the proposal. It is duty of the consultant to meet and coordinate his activities with all relevant stakeholders.

6. SKILLS AND EXPERIENCE

Minimum requirements and experience:

- PhD or master’s degree in Agriculture, Environmental Sciences, Conservation Biology, Plant Breeding or closely related field;
- Minimum 10 years of professional experience managing complex agriculture projects in large international or commercial organizations;
- Minimum 5 years of experience in development of formal, informal and integrated seed systems, participatory plant breeding, seed quality control and/or seed production;
- Knowledge and experience working in Africa and establishing networks among such countries;
- Project management, financial management and experience with geographically dispersed teams and projects;
- Experience managing budgets and resources, including contractors and consultants;
- Excellent skills in both verbal and written English;
- Willingness and ability to extensively travel internationally;
- Ability to plan and work to tight deadlines and handle multiple concurrent activities;
- Strong interpersonal skills and ability to establish and maintain effective working relations with people in multi-cultural, multi-ethnic environment with sensitivity and respect for diversity;

Strongly preferred skills and experience:

- Knowledge of local requirements for varietal release and registration;
- Experience implementing World Bank or KfW funded projects;
- Ability to effectively present issues and resolutions to different levels in the organization;
- Excellent leadership skills to promote effective collaboration within the team and across partner organizations;
- Proactive, innovative and creative attitudes.
PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

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

1. MODEL CONTRACT FOR FIRMS

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated ________________ is made BETWEEN:

(1) THE GLOBAL CROP DIVERSITY TRUST with its address at Platz Der Vereinten Nationen 7, 53113 Bonn, Germany

and

(2) [Firm name and address]

1. DEFINITIONS

1.1 In this Service Agreement the following words and expressions have the following meanings:

‘Agreement/Service Agreement’ the terms and conditions including the Annexes hereby entered into between the Global Crop Diversity Trust and [Firm]

‘Conflict of Interest’ any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties is or may be compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person;
‘Intellectual Property Rights’ rights including but not limited to copyright, registered or unregistered trade marks, know how, patents, design rights, database rights and plant variety rights or equivalent rights

‘Parties’ the Crop Trust and [Firm]

‘Provider’ [Firm]

‘Services’ the activities and outputs named and described in Annex A to the Agreement

‘Terms of Reference’ the detailed terms relating to the workplan and payment and reporting schedule under which the Services shall be rendered by the Provider

2. IMPLEMENTATION OF SERVICES

2.1 This Service Agreement defines the terms and conditions under which the Provider shall render the Services to the Crop Trust in return for payment.

2.2 The Provider shall implement the Services in accordance with the Terms of Reference set out in Annex A to this Agreement.

3. DURATION OF SERVICES

3.1 The start date and end date of the Services are as indicated in the Terms of Reference set out in Annex A.

3.2 The duration of the Services cannot be extended except with the written approval of the Crop Trust.

3.3 Any request for an extension of the duration of the Service must be made in writing to the Crop Trust at least four months before the agreed end date of the Services.

4 CROP TRUST COORDINATOR

4.1 The person holding, occupying or performing the duties of Seeds for Resilience Coordinator, currently [project manager name], shall have responsibility for supervision of the work under this Agreement on behalf of the Crop Trust.

5 SPECIFIED PERSONNEL

5.1 The Provider agrees that services will be performed solely by its assigned employees, namely [Name of employees].

5.2 Any assignment to any other new employee(s) requires prior written agreement between the parties.
6 PAYMENT FOR SERVICES

6.1 The Provider shall render invoices to the Crop Trust Finance Department by email to billing@croptrust.org with the original to follow by post addressed to Finance Department, Global Crop Diversity Trust, Platz der Vereinten Nationen 7, 53113 Bonn, Germany. Invoices shall be payable within 28 days.

6.2 Payments will be subject to satisfactory compliance by the Provider with all the terms and conditions of this Agreement.

6.3 The Crop Trust will process disbursements in the number of instalments as set out in Annex A to this Agreement. Banking instructions of the Provider will be provided with the invoices.

6.4 All payments will be subject to satisfactory completion by the Provider of all the terms and conditions of this Service Agreement.

6.5 No compensatory adjustments will be made by the Crop Trust for changes in rates of exchange to any other country.

6.6 As applicable, any reimbursements, guarantee or similar claimable payments and any insurance payments to be made by the Provider shall be made for account of the Crop Trust to the special account at KfW, Frankfurt am Main, Germany, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, with KfW crediting such payments to the account of the Crop Trust. If such payments are made in local currency they shall be remitted to a special account of the Crop Trust in the country of the Crop Trust, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.

6.7 See Article 7 below for payment conditions relating to travel expenses.

7 PENALTIES FOR DELAY

7.1 If the Provider fails to perform any of the Services under this Contract within the requisite time period due to reasons he or she must warrant, the Crop Trust shall be authorized to impose a penalty of 0.5% of the total service fee (EUR XXXXX) for every week of delay, subject to a cap of 8% of the total service fee. Beyond such penalty, the Crop Trust may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

8 TRAVEL

8.1 Any travel to be undertaken in relation to the Services to be provided under this Service Agreement must be approved in advance by the Crop Trust and all authorized expenses will be reimbursed separately.

8.2 When travel is required, the Crop Trust’s Travel and Meetings Officer will arrange such travel with the necessary travel request being raised by the Administrative Assistant in the Crop Trust’s Science Team.
8.3 Costs for agreed travel to headquarters and meetings or other required duty travel, including transportation, accommodation and per diem will be borne by the Crop Trust. All official travel will be governed by the policies as they apply to staff travel in the Travel Policies and Procedures Manual.

8.4 Where expenditures for travel are pre-authorized for direct purchase by the Provider's specified personnel, the Crop Trust will reimburse the individual for the pre-approved costs directly. Such reimbursement will be made upon completion of a Travel Expense Claim. No reimbursements will be made for late fees or interest charges incurred with such charges.

9 COMMUNICATIONS

9.1 The Provider agrees that the assigned employee will agree an annual workplan with the Crop Trust.

9.2 Regular meetings will be held with the Crop Trust staff member responsible for supervising the work under this Agreement to assess work progress. Such meetings will take place via Skype or telephone on a schedule to be mutually agreed.

10 OFFICE SUPPLIES, EQUIPMENT, IT SUPPORT AND DATA SECURITY

10.1 Internet service, communication costs, printing, office supplies and other office expendables will be covered by the Provider at no additional costs for the Crop Trust.

10.2 Any equipment that may be issued to the specified personnel above (such as a laptop computer) for the work specified in this Agreement remains the property of the Crop Trust. Staff assigned such equipment will be required to sign a statement acknowledging receipt and instructions regarding care of such equipment. Upon completion of the contract such equipment must be returned to the Crop Trust. Should equipment need to be mailed, appropriate packing for electronic equipment should be used to ensure that it is transported safely. If mailed, the package should be registered (so that it is traceable). Any costs for mailing will be covered by the Crop Trust and request for reimbursement of such costs must be supported by original receipts.

10.3 A separate statement regarding handling and shipment of such equipment shall be signed by the Crop Trust and the Provider's specified personnel prior to the issuance of such equipment. Any damaged to equipment loaned to Specified Personnel of the Provider shall be returned to the Crop Trust prior to the final payment due under this Agreement. Any damage to returned equipment that is deemed by the Crop Trust to be due to carelessness or failure to follow return packing and shipping instructions will be deducted from any monies due to the Provider.

10.4 The Provider or the Provider's specified personnel ensures that it securely connects to Crop Trust servers (e.g., through secure VPN connection) and that any files are securely backed up. The Crop Trust will facilitate this.

10.5 If a laptop or other equipment issued to the specified personnel of the Provider is stolen or there is suspicion that any data has been compromised, the Provider should
immediately notify the Crop Trust. Any stolen equipment must be supported by a police report so that the Crop Trust can provide this with a claim to its property insurers.

11 INSURANCE

11.1 The Crop Trust declines every form of responsibility for actions, claims, demands, costs and expenses which may arise from or be a consequence of any unlawful or negligent act or omission of [Firm], its employees or agents in carrying out the work described in Annex A.

11.2 The Crop Trust expects [Firm] to take out appropriate insurance cover for all staff and/or activities financed through this agreement, such as, but not limited to: health, life, accidents, long term disability, workers compensation, travel, public liability etc. The decision whether or not such insurances are required, rests entirely with [Firm].

12 MONITORING AND EVALUATION

12.1 The Provider agrees to be in regular communication with the Crop Trust throughout the duration of the Services regarding progress of its implementation.

12.2 In particular, the Provider agrees to notify the Crop Trust in writing or in an electronic format within two weeks of any major development that is likely to have a material impact on the implementation of the Services or the ability of the Provider to achieve the objectives of the Services.

12.3 The Provider agrees to assist the Crop Trust or its designee in conducting evaluations of the Services and its impact by providing technical documentation and generally supporting monitoring and evaluation efforts.

13 ETHICS, ANTI-CORRUPTION AND ANTI-TERRORISM

13.1 The Provider is required to practice zero tolerance for financial irregularities. In order to fulfill this requirement, the Provider shall:

   13.1.1 carry on its own operations in accordance with sound administrative, technical, financial, economic, environmental and social standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers; and

   13.1.2 it shall have systems for internal control, and shall organise its operations in such a manner that financial irregularities, including corruption, theft, embezzlement, fraud, misappropriation of funds, favouritism and nepotism are counteracted and detected.

13.2 The Provider agrees not to discriminate against persons with disabilities in the implementation of the Services and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in carrying out the Services, the full text of which can be found at the following website: http://www.un.org/disabilities/convention/conventionfull.shtml.
13.3 None of the money received by the Provider in payment for the Services may be used for lobbying activities or to support directly or indirectly political activities.

13.4 The Provider shall use the money it receives from the Crop Trust with due regard to economy and efficiency and uphold the highest standards of integrity in the administration of such money, including the prevention of fraud and corruption.

13.5 The Provider agrees that none of the money it receives from the Crop Trust shall be used in violation of relevant UN conventions, the International Covenant on Civil and Political Rights (in particular Part III) and resolutions of the UN Security Council. In particular the Provider undertakes to use reasonable efforts to ensure that none of the money it receives from the Crop Trust is used or diverted to support or promote drug trafficking, violence, terrorist activity or related training, or money laundering.

13.6 The Provider shall have ethical guidelines and relevant systems in place for preventing, reporting, and dealing with matters of discrimination, including sexual harassment, sexual exploitation, sexual abuse and gender-based violence.

13.7 The Provider shall respect the principles of the UN Declaration on the Elimination of Violence against Women and the UN Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) in carrying out the Service.

13.8 The Provider agrees that it has not given, made, offered or received and will not, either directly or indirectly, as an inducement or reward in relation to the execution of the Service Agreement, any kind of offer, gift, payment or benefits, which would or could be construed as illegal or corrupt practice. The Provider shall immediately inform the Crop Trust of any indication of corruption or misuse of resources related to the Services, and undertakes to take rapid legal action to initiate investigations of and prosecution against, in accordance with applicable law, any person suspected of corruption or misuse of resources related to the Services. The Provider further undertakes to assist the Crop Trust fully and promptly in any action the Crop Trust may take in relation to such suspected corruption or misuse of resources.

13.9 The Provider further undertakes to assist the Crop Trust fully and promptly in any action the Crop Trust may take in relation to ensuring compliance of the Provider with this Article 13.

14 CONFLICT OF INTEREST

14.1 The Parties shall take all necessary precautions to avoid a Conflict of Interest in all matters related to the Service.

14.2 If a Conflict of Interest occurs, the affected Party shall, without delay, take all necessary measures to resolve the conflict for example by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

14.3 If a Conflict of Interest cannot be resolved and if it relates to a decision or transaction of significance to the Service, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.
15  **INDEMNIFICATION**

15.1 As a condition of this Agreement, the Provider agrees to indemnify, defend and hold the Crop Trust harmless from and against any liability, loss or expense or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from the actions or omissions of the Provider or of any of its officers, agents, employee, subgrantees, contractors or subcontractors with respect to the Services.

15.2 The Provider acknowledges and agrees that any activities by the Crop Trust in association with the Services, including its review of proposals for suggested modifications to the Services or its implementation, will not modify or constitute the basis for any claim of waiver by the Crop Trust of its rights under this Article.

15.3 The Crop Trust shall not, under any circumstances or for any reason whatsoever, be held liable for damages sustained by the Consultant during the performance of the contract. The Crop Trust shall not accept any claim for compensation or repairs in respect of any such damage.

16  **INTELLECTUAL PROPERTY**

16.1 The Provider hereby transfers the legal and equitable title to any and all Intellectual Property Rights created under this Agreement to the Crop Trust.

17  **COMPLIANCE**

17.1 The Crop Trust reserves the right, at its discretion, to terminate this Service Agreement if:

17.1.1 the Crop Trust is not reasonably satisfied with the progress achieved by the Provider or with the content of any written report from the Provider regarding the Service; or

17.1.2 the Provider fails to comply with any term or condition of this Agreement; or

17.1.3 the Crop Trust determines that corrupt or fraudulent practices were engaged in by representatives of the Provider or of a beneficiary of the funds without the Provider taking timely and appropriate action satisfactorily to remedy the situation.

18  **TERMINATION OF THE AGREEMENT**

18.1 The Crop Trust may terminate this Service Agreement upon giving the Provider three months’ written notice.

18.2 The Provider may terminate the Service Agreement only upon acceptance by the Crop Trust and upon giving six months’ written notice.

18.3 This Agreement may be terminated at any time upon the written mutual consent of the parties.

18.4 In case of termination of this Service Agreement the Provider shall use its best endeavours to bring the Service to an end in a rapid, orderly and economical manner.
The Provider shall not commit the Service financially with funds from the date of the receipt of the notice of termination. Any unspent funds not committed by the date of the receipt of the notice of termination, shall be returned to the Crop Trust without delay.

18.5 If the payments already made to the Provider by the Crop Trust prior to termination exceed the sum finally due, the additional amount shall be repaid in full by the Crop Trust following a request from the Crop Trust for repayment.

19 CONFIDENTIALITY

19.1 Each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatsoever, or use or exploit commercially for its or their own purposes, any of the confidential information of the other Party. For the purposes of this Article, “confidential information” shall include any information which is expressly indicated to be confidential or is imparted by one Party to the other in circumstances importing an obligation of confidence and which either Party may from time to time receive or obtain (orally or in writing or in disk or electronic form) as a result of entering into, or performing its obligations pursuant to, this Agreement or otherwise.

19.2 The consent referred to in Article 19.1 shall not be required for disclosure by a Party of any confidential information:

19.2.1 to its officers, employees and agents, in each case, as may be contemplated by this Agreement or to the extent required to enable such Party to carry out its obligations under this Article and who shall in each case be made aware by such Party of its obligations under this Article and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in this Article;

19.2.2 to its professional advisers who are bound to such Party by a duty of confidence that applies to any information disclosed;

19.2.3 to the extent required by applicable law or by the regulations of any regulatory or supervisory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal;

19.2.4 to the extent that the relevant confidential information is in the public domain otherwise than by breach of this Agreement by such Party;

19.2.5 which is disclosed to such Party by a third Party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or

19.2.6 that such Party lawfully possessed prior to obtaining it from the other Party.

19.3 If a Party becomes required, in circumstances contemplated by Article 19.2.3 to disclose any information such Party shall give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party having regard to the other Party’s views and take such steps as the other Party
may reasonably require in order to enable it to mitigate the effects of or avoid the requirements for, any such disclosure.

20 **PUBLIC INFORMATION**

20.1 Neither Party shall issue any publication, press release or other public announcement relating to this Agreement or Services, written or oral, unless the form and content of such announcement has been submitted to and agreed in writing by the other Party except as required by law or a court order. Any such publication, press release or announcement must be cleared with the Executive Secretary of the Crop Trust before it is released.

21 **DISPUTES SETTLEMENT**

21.1 This Agreement shall be governed by general principles of law to the exclusion of any single national system of law.

21.2 Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

22 **NO ASSIGNMENT**

22.1 Neither Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third Party of, or otherwise dispose in any manner whatsoever of the benefit of this Service Agreement or sub-contract or delegate its performance under this Agreement (each of the above a “dealing”) and any purported dealing in contravention of this article shall be ineffective.

23 **ENTIRE AGREEMENT**

23.1 This Agreement constitutes the entire agreement between the Crop Trust and the Provider regarding the Services and supersedes any prior oral or written agreements or communications between the Parties regarding the Services.

24 **AMENDMENT**

24.1 This Agreement may be amended by mutual written agreement of the Parties.

25 **INVALID CLAUSES**

25.1 If any provisions or part of this Service Agreement is held to be invalid, amendments to this Service Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Service Agreement to the maximum extent permissible under applicable law.
26 FORC MAJEURE

26.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to this contract is prevented to a considerable extent from performing the services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and cannot be accepted because of its frequency (“Force Majeure”). This also includes in particular orders by the responsible national government for citizens of the national government to leave project countries or project regions. Insofar as an event originates entirely from the sphere of responsibility of one party to this contract, such event shall not qualify as Force Majeure.

27 ENTRY INTO FORCE

27.1 This Agreement shall enter into force on 1 January 2020 once signed by both the Crop Trust and the Provider.

28 PRIVILEGES AND IMMUNITIES

28.1 This Agreement shall not affect any privileges and immunities of either the Crop Trust or the Provider nor shall it be viewed in any way as constituting a waiver of any or all of those privileges and immunities.

29 LANGUAGE

29.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

29.2 Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language. If such document is translated into any other language, the English language version shall prevail.

30 COUNTERPARTS

30.1 This Agreement may be signed in any number of counterparts and this has the effect as if the signatures on the counterparts were only a single copy of this Agreement. Each counterpart when executed shall constitute an original of this Agreement, but all executed counterparts shall together constitute a single instrument.

The following annexes form integral parts of this contract:

- Declaration of Undertaking
- Workplan

Signed by the duly authorised representatives of the Parties:
ANNEX A

WORKPLAN
2. MODEL CONTRACT FOR INDIVIDUALS

PERSONAL & CONFIDENTIAL

Reference: CONT/XX/XXX/CONS

Bonn, Date

[Name]
[Address]

Consultancy Contract

Dear [title, last name]

The Global Crop Diversity Trust (the Crop Trust) wishes to offer you a consultancy contract under the Terms and Conditions below.

1. Terms of Reference and supervision

1.1 The Terms of Reference for the consultancy are shown in Annex 1 and are an integral part of this contract. You will work under the supervision of [project manager name], Project Manager – Seeds 4 Resilience who will certify satisfactory completion of the consultancy assignment detailed in the Terms of Reference.

1.2 During the assignment you will work from your home base.

2. Timing

2.1 Your appointment will be from [date] to [date].

3. Fees and benefits

3.1 Your consultancy fee will be .......... per month and will be paid according to the schedule in Annex 2.

3.2 The payments due to you will be made in accordance with the terms of the payment instruction form shown in Annex 2.

3.3 The Crop Trust will not provide you with medical or any other type of insurance coverage. You are responsible for taking out, at your own expense, such insurance coverage during the period of the consultancy as you may consider advisable (see also Articles 4.1 and 4.2 below).

3.4 Any travel that may be necessary in connection with this assignment must be approved in advance. All authorized travel expenses will be reimbursed separately.
4. **Statement of Good Health and Liability Waiver**

4.1 This contract is entered into by the Crop Trust on the understanding that you are medically fit to meet the requirements. You are therefore required to complete the statement of good health contained in Annex 3, and to take full responsibility for the accuracy of that statement.

4.2 The Crop Trust shall not, under any circumstances or for any reason whatsoever, be held liable for any injuries, death or damages sustained by you during the performance of this Agreement and will not accept any claim for compensation or repairs in respect of any such injuries or damage. Consultants are not eligible for coverage under the Crop Trust’s life and accidental death and disability insurance scheme. You are therefore required to sign the liability waiver attached as Annex 4.

5. **Termination of agreement**

5.1 This contract may be terminated by either party by giving written notice of [at least 10% contract length] to the other party. In the case of termination, you shall be entitled to pro rata payment for work already satisfactorily performed.

6. **General terms and conditions**

6.1 This agreement is subject to the general terms and conditions contained in Annex 6.

7. **Confidentiality**

7.1 Consultants of the Crop Trust must not disclose any information of a confidential nature obtained during their contract with the Crop Trust to any external parties unless it is information within the public domain or information that may otherwise be legally disclosed.

8. **Intellectual properties**

8.1 Copyright and any other proprietary right with respect to the consultancy contract and any related part thereof, with the exception of any material already subject to copyright or other proprietary right, shall be vested in the Crop Trust.

9. **Acceptance**

9.1 Your acceptance of this contract must be notified by signing, dating, and returning a copy of this letter by mail or by email to (david.westphal@croptrust.org), together with a duly signed copy of the statement of good health (Annex 3), the liability waiver (Annex 4), a disclosure of any family members, friends or other close associates working for the Organization (Annex 5), and a declaration of undertaking (Annex 7). Receipt by the Crop Trust of acceptance in writing of these terms and conditions will constitute the entire agreement for the provision of work described in the Terms of Reference.

The following annexes form integral parts of this contract:

- Terms of Reference
• Payment Instruction Form for Complementary Staff
• Statement of Good Health
• Liability Waiver
• Disclosure of Family Members, Friends or Other Close Associates Working for the Organization
• General Terms and Condition Applicable to Consultancy Contracts Awarded by the Crop Trust
• Declaration of Undertaking

Yours sincerely

Signature
Executive Director

Date:

I agree that I have read and hereby accept all the terms and conditions contained in this agreement.

I also acknowledge receipt of the Crop Trust's Personnel Policies and Procedures Manual.

Date: ..............................................

Signature: ........................................

Name
Annex 1

TERMS OF REFERENCE
# Annex 2

## PAYMENT INSTRUCTION FORM

### COMPLEMENTARY STAFF

**Contract Ref.Number:** CONT/XX/XXX/CONS  
**Type:** Consultant

### DETAILS OF CONTRACTOR

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Address (include full mailing address):</td>
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<tr>
<td>Cell. Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

### DETAILS OF ASSIGNMENT

| Position Title: |  |
| Duration of Assignment: |  |
| Budget Code: |  |
| Supervisor(s): |  |

### PAYMENT DETAILS (IF APPLICABLE)

<table>
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<td>Payment Amount USD XXXX/month</td>
</tr>
<tr>
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<td>Bank Address</td>
<td></td>
</tr>
<tr>
<td>BIC/SWIFT Code</td>
<td></td>
</tr>
<tr>
<td>IBAN (required for transfer to accounts within the European Community)</td>
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<tr>
<td>ABA (required for transfer to accounts in the US)</td>
<td></td>
</tr>
<tr>
<td>Account Name (name of account holder)</td>
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</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Account Currency</td>
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</tr>
</tbody>
</table>
STATEMENT OF GOOD HEALTH

I certify that I am in good health, and to the best of my knowledge do not have any medical condition which would preclude me from undertaking the services covered by this contract.

I confirm that I have adequate medical and other insurance coverage for the duration of the assignment.

I also confirm that I am aware of any inoculations required for the country or countries to which any travel has been authorised in relation to my work for the Crop Trust.

_______________________________________
Name of Consultant
(Please use block capitals)

_______________________________________
Signature

_______________________________________
Date
LIABILITY WAIVER

As a Consultant with the Crop Trust and in line with the Terms and Conditions of the Consultancy Agreement, I understand that I am not eligible to any right, benefit, payment or compensation except as expressly stated in the contract and that I am therefore not eligible for coverage under the Crop Trust’s life and accidental death and disability insurance scheme.

In this regard, I understand that the Crop Trust shall not, under any circumstances or for any reason whatsoever, be held liable for any injuries, death or damages sustained by me during the performance of the contract and that the Crop Trust will not accept any claim for compensation or repairs in respect of any such injuries or damage.

_______________________________________
Name
(Please use block capitals)

_______________________________________
Signature

_______________________________________
Date
DISCLOSURE OF FAMILY MEMBERS, FRIENDS OR OTHER CLOSE ASSOCIATES WORKING FOR THE ORGANIZATION
(please complete and sign the relevant section below)

DECLARATION

I hereby confirm that I am the (spouse, partner, brother/sister, son/daughter, other family member as defined in Article 2.8 of the PPPM, friend or other close associate) of (name of Staff Member), who is presently employed by the Global Crop Diversity Trust in the capacity of (position).

______________________________
Relationship

______________________________
Name
(Please use block capitals)

______________________________
Signature

______________________________
Date

I hereby confirm that I have no family members (spouse, partner, brother/sister, son/daughter, other family member as defined in Article 2.8 of the PPPM, friend or other close associate) presently employed by the Global Crop Diversity Trust.

______________________________
Name
(Please use block capitals)

______________________________
Signature
1. **Entitlements**

1.1 The Consultant will not be eligible to any right, benefit, payment or compensation except as expressly stated in this contract.

2. **Provision of personal information**

2.1 The Consultant undertakes to provide the Crop Trust with any information it may request for the management of this contract, such as information to determine his/her suitability, or to substantiate the amount of the fee payment.

3. **Permits and licenses**

3.1 The Consultant shall be solely responsible for taking the necessary steps to obtain any permit or license required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Consultant are to be performed.

4. **Liability of the contracting parties**

4.1 The Crop Trust shall not, under any circumstances or for any reason whatsoever, be held liable for damages sustained by the Consultant during the performance of the contract. The Crop Trust shall not accept any claim for compensation or repairs in respect of any such damage.

4.2 Except in the case of Force Majeure, the Consultant shall be required to indemnify the Crop Trust for any damage it may sustain from any act performed by the Consultant.

5. **Taxes**

5.1 The Consultant shall be responsible for complying with all national tax laws applicable to him/her in respect of the amounts received under this contract with the Crop Trust.

5.2 The total fee payable by the Organization to the Consultant is specified in the contract in terms of gross amounts. The Consultant shall not be entitled to reimbursement by the Organization of any taxes that he/she may be required to pay.

6. **Payments**

6.1 Payments shall be made in accordance with the terms of the payment instruction form affixed to the contract, which shall also specify the currency of payment. No compensatory adjustments will be made by the Crop Trust for changes in rates of exchange to any other currency.
7. Security

7.1 The Consultant shall, when using the Crop Trust’s premises or facilities, comply with all security and office regulations in effect at those premises or in regard to those facilities.

8. Conflict of interest

8.1 The Consultant certifies that at the time of entering into this contract no conflict of interest exists, or is likely to arise, in the performance of his/her obligations. If such conflict, or risk of conflict of interest, arises during the course of the contract, the Consultant undertakes to notify the Crop Trust immediately in writing of that conflict or risk.

9. Standards of conduct

9.1 The Consultant undertakes to perform the tasks assigned to him/her according to the highest professional standards.

9.2 During his/her period of service, the Consultant shall refrain from any conduct that would adversely reflect on the Crop Trust, and shall not engage in any activity that is incompatible with the Organization’s aims and objectives.

10. Amendments and additions to the contract

10.1 The provisions of this contract may be amended or supplemented only by means of a supplementary agreement signed by each of the parties.

11. Termination of the contract

11.1 If the contract is terminated by the Crop Trust due to unsatisfactory performance of the terms of contract, the Consultant shall be entitled to pro rata payment for work already satisfactorily performed.

11.2 Additional costs incurred by the Crop Trust resulting from termination by the Consultant or resulting from failure by the Consultant to perform satisfactorily may be withheld from any amount otherwise due to the Consultant.

11.3 If the payments already made to the Consultant by the Organization prior to termination exceed the sum finally due, the additional amount shall be repaid in full by the Consultant following a request from the Crop Trust for repayment.

12. Penalties for delay

12.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period due to reasons he or she must warrant, the Crop Trust shall be authorised to impose a penalty of 0.5% of the EUR XXXX Consultancy Fee for every week of delay, subject to a cap of 8% of the EUR XXXX Consultancy Fee. Beyond such penalty, the Crop Trust may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

13. Force majeur
13.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and cannot be accepted because of its frequency (“Force Majeure”). This also includes in particular orders by the responsible national government for citizens of the national government to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to this Contract, such event shall not qualify as Force Majeure.

14. Settlement of disputes

14.1 Any dispute arising from the interpretation or execution of this contract shall be settled amicably by negotiations between the Consultant and the Crop Trust.

14.2 Upon the application of either party, any dispute which cannot be settled by negotiations may be submitted to a single arbitrator chosen by both parties. In case of disagreement, the third arbitrator will be appointed according to the rules of the United Nations Commission on International Trade Law (UNCITRAL). UNCITRAL rules will apply to the arbitration proceedings.