

**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 Quotations (RFQ)

for

Supply of four (4) motor vehicles

Employer:

Global Crop Diversity Trust

September 2021

BMZ Nr.: 2018 01 141

Request for Quotations (RFQ) No: 507276

Supply of four (4) motor vehicles

1. Executive summary and project requirements:

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 an 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. Rules governing this RFQ are KfW Procurement Guidelines 2021 which are available on this link: <https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/FZ-Vergaberichtlinien-V-2021-EN.pdf>

A summary of the project key outcomes is presented below:

Project goals	Safeguarding selected national seed collections in Africa. Empowering national seed collections as entry points for developing new, climate-resilient crop varieties.
Project outcomes	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.
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 items for which quotations are sought, namely motor vehicles will be used by national seedbanks in Ethiopia, Zambia, Ghana and Nigeria in conducting project travel activities.

The motor vehicles are required as soon as possible, for delivery to the four partners. Quotations should therefore indicate DAP (Delivered at Place) to the respective seedbank(s) in Ethiopia, Zambia, Ghana and Nigeria¹.

¹ Exact addresses of the seedbanks:

1. DAP: Ethiopian Biodiversity Institute (EBI), P.O.Box: 30726, Addis Ababa, Ethiopia Website: www.ibc.gov.et Incoterms© 2020.
2. DAP: Zambia Agriculture Research Institution, Mount Makulu Central Research Station, Private Bag 7, Chilanga, Zambia Website: www.zari.gov.zm Incoterms© 2020.
3. DAP: CSIR-Plant Genetic Resources Research Institute, P. O. Box, 7 Bunso, Eastern Region, Ghana. GPS address code: EE-1774-9325. Incoterms© 2020.

With the exception of Zambia where the motor vehicle sought should be right hand drive (RHD), for Ethiopia, Nigeria and Ghana the motor vehicles should be left hand drive (LHD). Hence, 1 RHD motor vehicle and 3 LHD motor vehicles as per the attached specifications.

2. Contents, submission dates and contract requirements

The quotation should include:

- a) technical specifications of the motor vehicles; and
- b) the price.

Submissions in duplicate (i.e. 2 copies) should be done via registered mail and addressed as below:

**RFQ for Supply of Motor Vehicles
Seeds for Resilience Project
Global Crop Diversity Trust,
Platz der Vereinten Nationen 7,
53113 Bonn, Germany**

The submission deadline is 17:00hrs CET, 21 October 2021. It is the bidder's responsibility to ensure that your quotation reaches the above address on or before the deadline.

3. Lots and Pricing details

The four recipient countries have been allocated a vehicle each. Each motor vehicle per country is, for the purposes of this RFQ, a "Lot"; and hence there are four Lots (See Annex 1 (a)).

Quotations must be made per Lot and in the EURO currency. The prices and discounts, net of local taxes, i.e., VAT, customs and excise or any other such import taxes, quoted in the Price Schedules shall conform to the requirements specified below.

- a) All individual items must be listed and priced separately in the Price Schedules.
- b) The price to be quoted shall be the total price of the bid, excluding any discounts offered.
- c) Where discounts apply, the methodology for their application must be clearly indicated in the quotation.
- d) Prices quoted shall be fixed if the Contract is awarded and shall not be subject to variation on any account.
- e) Quotations submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- f) Quotations can be for: **all** or **for selected Lots**.
- g) Bidders can bid for one, or any amount of Lots. Bidders wishing to offer discounts for the award of more than one Lot shall specify in their bid the price reductions applicable to each country.
- h) The term DAP (Delivered at Place), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce 2020.
- i) All elements making up the total quotation amount must be itemised to ease comparison across quotations.

4. DAP: National Centre for Genetic Resources and Biotechnology (NACGRAB), Federal Ministry of Science and Technology (FMST), P.M.B 5382, Moor Plantation, Ibadan, Nigeria. Website: www.nacgrab.gov.ng Incoterms® 2020.

4. Timeline and Quotation validity

The motor vehicles are required for a project that has already commenced. Hence, quotations with delivery dates beyond the date prescribed in Section 8(a) below will be deemed irresponsible. Bidders are also required to indicate agreement with the validity period indicated in Section 8 (d).

Key dates

Publication of RFQ:	22 September 2021
Deadline to submit confirmation letter:	30 September 2021
Deadline to request clarifications:	14 October 2021
Deadline to circulate clarifications:	15 October 2021
Deadline for the submission of proposals:	21 October 2021 17:00pm CET
Opening of proposals:	22 October 2021 15:00pm CET
Evaluation:	25 October 2021
Issue of Purchase Order / Contract:	26 to 29 October 2021

5. Contact details

Requests for further information **should be sent via email** to:

Alexander Kambili – Finance and Procurement Officer,
Email address: alexander.kambili@croptrust.org
Global Crop Diversity Trust,
Platz der Vereinten Nationen 7,
53113 Bonn, Germany

Clarifications can be sought through the same channel up to 14 October 2021 when Crop Trust will no longer provide clarifications.

Responses to various requests for clarifications will be forwarded to all prospective bidders who will have confirmed interest to participate. The final clarification will be sent no later than 15 October 2021.

6. Selection criteria

Only quotations with technical specifications fully conforming to the specifications outlined on Annex 1(a), quoting DAP Incoterms® 2020 amounts for delivery to the seedbanks will be deemed responsive². Selection of the eventual successful bidder will be based on the lowest price evaluation method.

7. Right to accept or reject:

The Crop Trust reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to Contract Award, without thereby incurring any liability to bidders.

The Crop Trust will award the contract to supply to one or more suppliers.

8. Other requirements and conditions:

² Responsiveness to the RFQ for the motor vehicles will be assessed using straightforward pass/fail criteria against the specifications.

a) Latest Expected Delivery Date and Times	<ul style="list-style-type: none"> • 45 Days from issue of Purchase Order
b) Value added or any other local taxes	<ul style="list-style-type: none"> • Where Value added or any other local taxes apply, they must be shown separately on Annex 3 - Price and delivery schedule template
c) Language	<ul style="list-style-type: none"> • All documents including the quotation, catalogues, instructions, operating manuals shall be in English.
d) Period of Validity of Quotations	<ul style="list-style-type: none"> • 120 days from Quotation Submission date i.e. from 21 October 2021
e) Payment Terms	<ul style="list-style-type: none"> • 100% upon complete delivery of the goods within the 45 days of contract signing after which the liquidated damages (see 8(i)) will apply.
f) Evaluation Criteria	<ul style="list-style-type: none"> • Technical responsiveness, full compliance to requirements, availability of spares locally and warranty favourability • Lowest price • Full acceptance of the PO /Contract General Terms and Conditions
g) Annexes to the RFQ	<ul style="list-style-type: none"> • Annex 1 - Technical Specifications • Annex 2 – Quotation Submission Template • Annex 3 - Price and delivery schedule template • Annex 4 - Declaration of Undertaking
h) Documents to be submitted	<ul style="list-style-type: none"> • Declaration of Undertaking • Technical Specifications • Certificate of Origin • Price schedule • Delivery Schedule
i) Liquidated damages	<ul style="list-style-type: none"> • 0.5% of the total service fee, for every week of delay, subject to a cap of 8% of the total service fee

The Crop Trust reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to Contract Award, without thereby incurring any liability to bidders.

Annex 1 – Technical Specifications

a) Lots, Delivery address, Quantities and Specifications

Lot No.	Delivery Address	Steering Wheel Position	Quantity
1. Zambia	Zambia Agriculture Research Institution, Mount Makulu Central Research Station, Private Bag 7, Chilanga, Zambia Website: www.zari.gov.zm	RHD	1
2. Ethiopia	Ethiopian Biodiversity Institute (EBI), P.O.Box: 30726, Addis Ababa, Ethiopia Website: www.ibc.gov.et	LHD	1
3. Nigeria	National Centre for Genetic Resources and Biotechnology (NACGRAB), Federal Ministry of Science and Technology (FMST), P.M.B 5382, Moor Plantation, Ibadan, Nigeria. Website: 0	LHD	1
4. Ghana	CSIR-Plant Genetic Resources Research Institute, P. O. Box, 7 Bunso, Eastern Region, Ghana. GPS address code: EE-1774-9325.	LHD	1

b) Detailed Specifications:

Description	Mechanical
Exterior dimensions	
Exterior length (mm)	5325 mm
Exterior width (mm)	1855 mm
Exterior height (mm)	1815 mm
Front Tread (mm)	1540 mm
Rear Tread (mm)	1550 mm
Overhang Front (mm)	985 mm
Overhang Rear (mm)	1255 mm
Wheelbase (mm)	3085 mm
Interior dimensions	
Number Of Seats	5 seats
Interior length (mm)	1697 mm
Interior width (mm)	1480 mm
Interior height (mm)	1170 mm
Luggage volume	
Deck length (mm)	1525 mm
Deck width (mm)	1540 mm
Deck height (mm)	480 mm
Wheels	
17" Black Steel wheels	
4x4 - All-terrain tyres	

Full size Temporary spare wheel

Styling

Black door handles
Black door mirrors
Black lower front grille
Black upper front grille
Body-coloured front bumper
Dark Grey Rear Bumper
Wide front bumper
Silver deco line on upper dashboard
Black centre console
Black upper dashboard
Fabric front door armrests
Open tray on passenger dashboard

Comfort

Auto headlights
Power-adjustable door mirrors
Electric heated door mirrors
Follow-me-home headlights
Headlight cut-off reminder
Manually retractable door mirrors
Rear tailgate
Remote door lock
Manual air conditioning
12v power outlet – Front
4.2" Coloured TFT screen for multi-information display
Adaptive Cruise Control (ACC) switch on steering wheel
wheel
Anti-jam protection on driver window only
Assist grips - Centre pillar
Assist grips – Front
Assist grips - Front pillar
Assist grips – Rear
Audio switches on steering wheel
Child safety door lock
Clean air filter
Coloured TFT information display
Driver & front passenger personal lights
ECO-driving Indicator
Front power windows
Fixed rear window
Illuminated entry system
Lane Departure Alert (LDA) switch on steering wheel
Manual telescopic steering wheel

Manual tilt steering wheel
Microphone on front personal light
Multimedia switches on steering wheel
Pollen air filter
Power passenger window lock
Power Steering
Rear passenger room light
Rear power windows
Rear window defogger
Single tip-up rear bench
Telephone switches on steering wheel
Voice recognition switch on steering wheel
Washer fluid level warning
Multimedia switches on steering wheel

Storage

Cargo deck - Inner load hooks for cargo
Coats hooks - 2 rear
Cooler in upper glovebox
Driver & passenger seatback pockets
Front bottle holders
Front cup holders
Lockable glovebox
Rear bottle holders
Rear passenger under-bench storage
Sunglasses holder
Ticket holder on driver sun visor

Protection

Front mudguards
Rear mudguards
Underbody protection cover
Wide fenders

Performance

4x4 - Rear Differential Lock
Front spoiler

Safety

Pre-Collision System with Pedestrian and Cyclist
Detection
Road Sign Assist (RSA)
Intelligent Adaptive Cruise Control
5 Star Euro NCAP safety rating
Anti-lock Braking System (ABS)
Brake Assist (BA)
Daytime running lights
Emergency Brake-light Signal (EBS)

Hill-start Assist Control (HAC)
 Immobiliser
 Indicators integrated on door mirrors
 LED high mounted stop light
 LED Rear brake lights
 Spare wheel carrier (under body)
 Traction Control (TRC)
 Trailer Sway Control (TSC)
 Vehicle Stability Control (VSC)
 Lane Departure Alert (LDA) with Brake-induced

Steering

Rear fog lamps
 Supplemental Restraint System (SRS) airbags - 7

airbags

Adjustable Driver seat belt extender
 Cargo deck - Cabin-protection deck frame
 Front passenger airbag detector
 Front passenger airbag on/off-switch
 Front seat belt reminder
 ISOFIX child restraint system
 Pre-tensioners and force limiters
 Rear seat belt reminder

Multimedia

4 speakers
 Bluetooth® Connectivity
 Radio and CD player with WMA and MP3
 USB connector

Environmental Performance

WLTP CO2	255 to 265 g/km
Fuel Economy	27.9 to 29.1 mpg
Fuel Grade – recommended	48 OR MORE (CETANE)
Fuel tank capacity	80 l
Euro class	EURO 6 AO
Carbon monoxide, CO (mg/km)	71.9 mg/km
Hydrocarbons, THC & Nitrogen Oxides, NOx (mg/km)	62.2 mg/km
Nitrogen Oxides, NOx (mg/km)	56.6 mg/km
Sound Level Drive by (dB(A))	72.0 dB(A)

Engine

Engine Code	2GD-FTV (High)
Number of Cylinders	4 CYLINDER, IN LINE
Valve Mechanism	DOHC 16-Valve
Fuel Injection System	Fuel injection w/ common rail
Displacement (cc)	2393 cc
Bore x Stroke (mm x mm)	92 x 90 mm

Compression Ratio	15.6:1
Maximum output (kW@rpm)	110/3400 kW@rpm
Maximum output (DIN hp)	150 DIN hp
Maximum torque (Nm@rpm)	400/1600-2000 Nm@rpm
Transmission	
Transmission Type	Manual
Performance	
Maximum Speed (mph)	105 mph
Acceleration 0-62 (mph)	13.2 seconds
Suspension	
Suspension Front	DOUBLE WISHBONE
Suspension Rear	LEAF SPRING RIGID AXLE
Brakes	
Brakes Front	Ventilated disc 4-cylinder
Brakes Rear	Drum
Steering	
Turning Radius tyre (m)	6.4 m
Off Road	
Min. running ground clearance (mm)	310 mm
Approach Angle (°)	29 °
Departure Angle (°)	26 °
Ramp break-over angle (°)	23 °
Climbing Angle (°)	42.1 °
Wading depth (mm)	700 mm
Safety optionals	
Bullbar	76mm in diameter Stainless still, Sleek curved finish, Durable and long-lasting
Canopy	Fully secured and lockable, Aluminium roller tonneau, Built-in pull strap to lock the cover into position every 30cm, Built-in drainage system
Hi-Lift jack	Simple and easy to fit, Non-drill installation
Carry boy with transparent window	

Quotation Submission Form

[The Bidder shall prepare this Submission Form on a Letterhead paper specifying the Bidder's complete name, address and communication details].

[Note: All italicized text is for use in preparing these forms by bidders and shall be deleted from the final document.]

Date: *[Insert date]*

RFQ No.: *[Insert RFQ No.]*

To: *[Insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Quotations Ref: 507276;
- (b) We fully meet and satisfy the requirements outlined in the Declaration of Undertaking;
- (c) We offer to supply in conformity with the RFQ and in accordance with the Delivery Schedule(s) specified in the Price and Delivery Schedule the following Goods: *[Insert a brief description of the Goods and Related Services];*
- (d) The total price of our Quotation, excluding any discounts offered in item (e) below is:
 - i) In case of only one lot, total price of the Bid is: *[Insert total price in EURO in words and figures] [Delete if multiple lots are offered]*
 - ii) In case of multiple lots, total price of each lot is: *[Insert a list/table showing the total price in EURO in words and figures for each lot offered] [Delete if only one lot is offered]*
 - iii) In case of multiple lots, total price of all lots (sum of all lots) is: *[Insert the total price in EURO in words and figures for all lots offered] [Delete if only one lot is offered]*
- (e) The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered; if no discount is offered state "None"]*
 - ii) The exact method of calculations to determine the net price after application of discounts is: *[Specify in detail the method that shall be used to apply the offered discounts; if no discount is offered state "None"]*
- (f) Our quotation shall be valid for a period of *[Insert the number of calendar days]* days from the date fixed for the RFQ submission deadline in accordance with the RFQ and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) We are not participating, as a Bidder, in more than one bid in this process;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by an entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the KfW, the World Bank in accordance with the Agreement of Mutual Enforcement of Debarment Decisions between the World Bank and other development banks, or any other similar funding agency;
- (i) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[Insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was or will be paid and the amount and currency of each such commission, gratuity or fee]*

Name of Recipient	Address	Reason	Amount

[If none has been paid or is to be paid, insert "none"].

- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand and accept that (i) the Purchaser is not bound to accept the lowest evaluated quotation or any other quotation that the Purchaser may receive, and (ii) the Purchaser reserves the right to annul the RFQ process and reject all quotations at any time prior to contract award, without thereby incurring any liability to bidders; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder *[Insert the complete name of the bidder; in the case of a Bid submitted by a Joint Venture insert the name of the Joint Venture as Bidder]*

Name of the person duly authorized to sign the Quotation on behalf of the Bidder *[Insert complete name of the person duly authorised to sign the Bid; the person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules]*

Title of the person signing the Bid *[Insert complete title of the person signing the Bid]*

Signature of the person named above *[Signature of the person named above]*

Date signed *[Insert date of signing]* day of *[Insert month]* *[Insert year]*

Annex 3 - Price and Delivery Schedule template

Currencies in EURO								Date: <i>[Insert]</i>	
								RFQ No.: <i>[Insert]</i>	
								Lot No.: <i>[Insert, if applicable]</i>	
								Page <i>[Insert]</i> of <i>[Insert]</i>	
1	2	3	4	5	6	7	8	9	10
Line Item No.	Description of Goods	Country of Origin	Delivery Time in Days at named place of DAP destination <i>[Insert final destination(s) in the Purchaser's country]</i>	Quantity and Physical unit	Unit Price & Currency excluding Custom Duties and Import Taxes paid	Unit Price & Currency Related Services (handling, commissioning, and where applicable, shipping, insurance, transportation, installation and training	Custom Duties and Import Taxes paid & Currency per unit [to be supported by documents]	Sales and other taxes paid or payable & Currency per item if Contract is awarded	DAP Total Price per line item (Col. (6+7)x5)
<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[Insert country of origin of the Goods]</i>	<i>[Insert quoted Delivery Time in days]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert unit price per unit]</i>	<i>[Insert currency & unit price for all services]</i>	<i>[Insert custom duties and taxes paid & currency per unit]</i>	<i>[Insert sales and other taxes payable & currency per item if Contract is awarded]</i>	<i>[Insert currency & total price per line item]</i>
Total Price (including currency) DAP <i>[Insert Destination as per Lot]</i>									

Name of Bidder *[Insert complete name of Bidder]* Signature of Bidder *[Signature of person(s) signing the Bid]* Date *[Insert Date]*

Annex 4 - Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")³

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ 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;

³ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴ 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.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
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 Organisation⁵ (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 agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
 8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the 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 of⁶: _____

Signature: _____

Dated: _____

⁵ 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.

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Annex 5 - Shortlist of invited prospective suppliers

- 1) Toyota Zambia Limited
- 2) Southern Cross Motors Ltd
- 3) Action Auto Limited
- 4) MOENCO
- 5) Nyala Motors Addis Ababa
- 6) Ethio-Nippon Technical Company S.C.
- 7) Mandilas Enterprises Limited
- 8) Elizade Nigeria Limited
- 9) Coscharis Group Limited (Nigeria)
- 10) Toyota Ghana
- 11) Svani Group
- 12) CFAO Ghana

Annex 6 – DRAFT Service Agreement

SERVICE AGREEMENT

Supply and Delivery of Vehicle to (...partner...)

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) (...) with its address at (...)

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 (...)
‘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 (...)
‘Provider’	(...)
‘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.
- 2.3 The Provider ensures that all required documentation related to the shipment of the vehicle will be handed over to relevant ... staff as soon as available. This documentation includes, as relevant, Invoice of the Provider, Bill of lading, Certificate of origin, Cargo tracking note, Packing list, and further documentation as relevant.

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 Nora Castaneda, 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
- 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 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 one instalment once the Service is rendered. Conditions for payment are as follows:
- 6.3.1 Successful delivery of vehicle including all relevant documentation related to the vehicle and its shipment to contact at (...our partner, i.e. the recipient of the vehicle...)
 - 6.3.2 Written notification sent by the Provider to the Crop Trust within one working day that the delivery of the vehicle has taken place
 - 6.3.3 Written and signed confirmation from (...our partner, i.e. the recipient of the vehicle...) received within two working days, as requested by the Crop Trust upon delivery of the vehicle and receipt of notification as set out under 6.3.2 above
 - 6.3.4 Submission of an invoice by the Provider to the Crop Trust. Banking instructions of the Provider will be provided with the invoice.
- 6.4 No compensatory adjustments will be made by the Crop Trust for changes in rates of exchange to any other country.
- 6.5 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: DE43 3705 0198 1934 8472 92, BIC: COLSDE33XXX 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.

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 ...) 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 INSURANCE

- 8.1 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 ...Provider..., its employees or agents in carrying out the work described in Annex A.
- 8.2 The Crop Trust expects ...Provider... 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 ...Provider...

9 MONITORING AND EVALUATION

- 9.1 The Provider agrees to be in regular communication with the Crop Trust throughout the duration of the Services regarding progress of its implementation.
- 9.2 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.
- 9.3 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.

10 ETHICS, ANTI-CORRUPTION AND ANTI-TERRORISM

- 10.1 The Provider is required to practice zero tolerance for financial irregularities. In order to fulfill this requirement, the Provider shall:
- 10.1.1 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
 - 10.1.2 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.
- 10.2 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>.
- 10.3 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.
- 10.4 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.
- 10.5 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.

- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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 10.

11 CONFLICT OF INTEREST

- 11.1 The Parties shall take all necessary precautions to avoid a Conflict of Interest in all matters related to the Service.
- 11.2 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.
- 11.3 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.

12 INDEMNIFICATION

- 12.1 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.

- 12.2 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.
- 12.3 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.

13 COMPLIANCE

- 14.1 The Crop Trust reserves the right, at its discretion, to terminate this Service Agreement if:
- 14.1.1 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
- 14.1.2 the Provider fails to comply with any term or condition of this Agreement; or
- 14.1.3 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.

14 TERMINATION OF THE AGREEMENT

- 14.1 The Crop Trust may terminate this Service Agreement upon giving the Provider three months' written notice.
- 14.2 The Provider may terminate the Service Agreement only upon acceptance by the Crop Trust and upon giving six months' written notice.
- 14.3 This Agreement may be terminated at any time upon the written mutual consent of the parties.
- 14.4 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.

14.5 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.

15 CONFIDENTIALITY

15.1 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.

15.2 The consent referred to in Article 16.1 shall not be required for disclosure by a Party of any confidential information:

16.2.1 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;

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

16.2.3 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;

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

16.2.5 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

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

15.3 If a Party becomes required, in circumstances contemplated by Article 16.2.3 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.

16 PUBLIC INFORMATION

16.1 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.

17 DISPUTES SETTLEMENT

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

17.2 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.

18 NO ASSIGNMENT

19.1 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.

19 ENTIRE AGREEMENT

20.1 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.

20 AMENDMENT

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

21 INVALID CLAUSES

22.1 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.

22 FORCE MAJEURE

23.1 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.

23 ENTRY INTO FORCE

24.1 This Agreement shall enter into force on ... once signed by both the Crop Trust and the Provider.

24 PRIVILEGES AND IMMUNITIES

25.1 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.

25 LANGUAGE

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

26.2 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.

26 COUNTERPARTS

27.1 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.

Signed by the duly authorised representatives of the Parties:

Signed on behalf of the
Global Crop Diversity Trust:

Signature

Name

Position

Date

Signed on behalf of the
Provider:

Signature

Name

Position

Date

ANNEX A

TERMS OF REFERENCE

Quote and detailed vehicle specifications

ANNEX B

Bank Details of the Provider

ANNEX C

Declaration of Undertaking