STANDARD PROCUREMENT DOCUMENT

**Standard Request for Proposals**

**for the**

**Selection of Consultants**

**in Projects with Financing from KfW**

For international competitive bidding procedure with prequalification for contracts exceeding 200,000 EUR

Document Version: January 2019

# PREFACE

1. This Standard Req uest for Proposals (“SRFP”) has been prepared by KfW Development Bank (“KfW") and is based on the Master Procurement Document “Request for Proposals” developed by the Multilateral Development Banks and International Financing Institutions, which represents the best practices of these institutions.
2. Project Executing Agencies (referred to hereafter as “Employer”) shall use this Standard SRFP for the procurement of consulting services financed in whole or in part by KfW. This SRFP is to be used for the selection of Consultants in two stage International Competitive Bidding procedures as described in Section 2 of the KfW Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries (“Guidelines”) and where applicable, in National Competitive Bidding procedures. Any alternative tender documents for two stage procedures, proposed for use by Employers in Financial Cooperation projects, may not deviate from the SRFP in a substantive manner.
3. The use of this SRFP is not appropriate for selections conducted under the single-stage procedure and for selection methods for contract values below EUR 200,000 equivalent. Relevant elements of this SRFP may be used in simplified form for other selection methods deviating from the principle of international public invitation to tender conducted in two stages, described in the Guidelines.
4. Employers are invited to seek advice from local competent sources to ascertain its suitability regarding the applicable law, as well as its comprehensiveness. KfW will not be liable for the use of this document by PEAs in part or full.
5. *[The italicized text in square brackets]* is notes to the Employer, providing guidance to the Employer in preparing a specific prequalification. Notes to the Employer shall be deleted from the document before publication.
6. The SRFP can be used for lump sum and time based contracts or a combination of both, i.e. lump sum for feasibility studies or design works and time based for project supervision. Relevant forms and payment conditions need to be adjusted accordingly.
7. Before preparing a Request for Proposals (RFP) for a specific assignment, the user must become familiar with the Guidelines.

Feedback to or questions about this document should be in writing to the following address:

FZ-Vergabemanagement@kfw.de

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# LETTER OF INVITATION

Project ID *[Insert preferably BMZ project no.]*

*[Location and date]*

*[Name and address of the Consultant. In case of a Joint Venture (JV), insert the full name of the JV and the names of each member as in the submitted Expression of Interest.]*

Dear Mr. /Ms.

1. The *[government agency representing the Country]* (hereinafter called ”Recipient”) has *[“received” or “applied for”]* financing from KfW Development Bank (“KfW") in the form of a *[“loan” or “financial contribution”]* (hereinafter called *[“loan” or “grant”])* toward the cost of *[insert the name of the project]*. The *[Name of Project Executing Agency],* acting as the implementing agency of the Recipient and referred to as the “Employer”, intends to apply a portion of the proceeds of this *[“loan” or “grant”]* to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the *[Employer]* and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the *[“loan” or “financing”]* agreement. No party other than the *[Employer]* shall derive any rights from the *[“loan” or “financing”]* agreement or have any claims to the proceeds of the *[“loan” or “grant”].*

1. The Employer now invites **Proposal**s to provide the following consulting services (hereinafter called “Services”): *[name of the consulting services assignment]*. More details on the Services are provided in the Terms of Reference (Section 5).
2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[List of the shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]*

It is not permissible to transfer this invitation to any other firm.

1. A firm 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.

1. The RFP includes the following Sections:

Section I – Instructions to Consultants (ITC)

Section II – Data Sheet

Section III – Technical Proposal - Standard Forms

Section IV – Financial Proposal - Standard Forms

Section V – Eligibility Criteria

Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

Section VII – Terms of Reference

Section VIII – Conditions of Contract and Contract Form

1. Please inform us by *[date],* in writing at *[address]*, by facsimile *[facsimile number]*, or by E-mail *[e-mail address]*:
2. that you have received this Letter of Invitation; and

(b) whether you intend to submit a **Proposal** alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under **ITC 14.1.2)**.

1. Details on the **Proposal**’s submission date, time and address are provided in **ITC 17.8** and **ITC 17.10**.

Yours sincerely,

*[Signature, name, and title of* Employer*’s authorized representative]*

### SAMPLE COVER PAGE

**German Financial Cooperation with** *[insert partner country]*

**Project:***[Insert project title]*

**Request for Proposals**

**for**

**Consulting Services for** *[Insert project/phase title]*

**Employer:** *[Insert name and address of the Project Executing Agency]*

*[In case of an agency contract between Employer and KfW add the following:***Represented by KfW***]*

*[Insert month and year]*

*[Insert project ID]*

PART 1 – Tendering Procedures

# Section I. Instructions to Consultants

*[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]*

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### Section I. Instructions to Consultants

# A. General Provisions

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| --- | --- |
| Scope of Proposals and Definitions | * 1. The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.
	2. Throughout these Request for Proposal the following definitions apply:
1. “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. “Applicable Law” means the laws and any other instruments having the force of law in the 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.
3. “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” and “Bidder” are used in this document interchangeably.
4. “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).
5. “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
6. “Day” means a calendar day.
7. “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.
8. “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
9. “Government” means the government of the Employer’s country.
10. “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de).
11. “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.
12. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
13. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
14. “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
15. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
16. “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
17. “Services” means the work to be performed by the Consultant pursuant to the Contract.
18. “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
19. “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.
	1. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
	2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.
	3. The 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**.
 |
| Source of Funds, Responsibilities | * 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. 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.
 |
| Sanctionable Practice | * 1. KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.
	2. In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit 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.
 |
| Eligible Consultants and Eligible Materials, Equipment, and Services | * 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.
	2. It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.
	3. KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.
	4. This tendering procedure is open only to prequalified Consultants.
	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.
	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.
 |
| Conflict of Interest | * 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.
	2. Bidders shall be disqualified if they:
1. 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;
2. 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;
3. are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;
4. 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;
5. were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
6. were during the last 12 months prior to publication 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.
7. are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.
	1. The Consultant has an obligation to disclose to the 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.
 |
| Unfair Competitive Advantage | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the 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 |
| General Considerations | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail.
	2. A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:
1. affects in any substantial way the scope, quality, or performance of the Services; or
2. limits in any substantial way, inconsistent with the RFP, the Employer’s rights or the Consultant’s obligations under the Contract; or
3. if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer. |
| Cost of Preparation of Proposal | * 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.
 |
| Language  | * 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**.
 |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
	2. The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
	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).
 |
| Only One Proposal, Sub-Consultants, Key Experts | * 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 **Proposal**s 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**..
	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 latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
	3. Individuals[[1]](#footnote-1) (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.**
 |
| Proposal Validity | * 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.
	2. A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert’s qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
 |
| Extension of Validity Period | * 1. The Employer will make its best effort to complete the evaluation within the **Proposal**’s validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity period.
	2. If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	3. The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
 |
| Substitution of Key Experts at Validity Extension  | * 1. If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
	2. The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
	3. Substitution requests shall not delay the evaluation process.
 |
| Sub-Contracting | * 1. The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.
 |
| Clarification and Amendment of RFP | * 1. The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the 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:
		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.
		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.
	2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
 |
| Preparation of Proposals – Specific Considerations | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:
		1. To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.
		2. 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.
		3. 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.
		4. 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**.
		5. 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.
 |
| Technical Proposal Format and Content | * 1. The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	2. The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
	3. The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.
 |
| Financial Proposal | * 1. The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII). 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. The **Data Sheet** may request the Consultant to provide services either by delivering or producing one or more deliverables for a fixed amount (Lump Sum Contract) or for a certain duration with remuneration according to time spend at fixed unit rates (Time-Based Contract) or a combination of both.
 |
| Price Adjustment  | * 1. 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**.
 |
| Taxes | * 1. 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..
 |
| Currency of Proposal  | * 1. The Consultant may express the price for its Services in Euro unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
 |
| Currency of Payment and Payment Conditions | * 1. Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
	2. The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.
 |
| Contributions by the Employer | * 1. The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:
		1. provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
		2. ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;
		3. support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;
		4. provide other contributions as stipulated in the **Data Sheet.**
 |
| C. Submission, Opening and Evaluation |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.
	2. The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
	3. 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.
	4. Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
	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.
	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].”
	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, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”
	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**]”.
	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.
	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.
	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.
 |
| Confidentiality | * 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.
	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.
 |
| Opening of Technical Proposals | * 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.
	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
	3. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.
	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-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (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**.
 |
| Proposals Evaluation | * 1. 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.
	2. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.
	3. 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**.
	4. Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.
 |
| Evaluation of Technical Proposals | * 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.
	2. For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:,
1. 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
2. 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
3. 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
4. 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
5. 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.
 |
| Opening and Evaluation of Financial Proposals | * 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.
	2. The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.
 |
| Evaluation of Financial Proposals | * 1. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.
 |
| Lump Sum Contract | * 1. 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.
 |
| Time Based Contract | * 1. 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, in each case 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.
 |
| Other Cost | * 1. Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively “Other Cost”) not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.
 |
|  | * 1. 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.
 |
| Taxes | * 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**.
 |
| Conversion to Single Currency | * 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**.
 |
| Combined Evaluation of Technical and Financial Proposals | * 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**.
	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.
 |
| Qualification of the Consultant | * 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. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.
 |
|  | * 1. 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.
 |
| Employer’s Right to Reject All Proposals | * 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 |
| Negotiations | * 1. The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.
	2. The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant’s authorized representative.
 |
| Availability of Key Experts | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 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.
	2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
 |
| Technical Negotiations | * 1. The scope of the contract negotiations shall be limited to the following points:
1. clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
2. clarifying any counterpart services to be provided by the Employer

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.  |
| Financial Negotiations | * 1. Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
	2. All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
 |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant’s authorized representative.
	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.
 |
| Award of Contract, Information of Consultants | * 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.
	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.
	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**.
 |
|  |  |

# Section II. Data Sheet

*[“Notes to Employer” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they shall be deleted from the final RFP to be sent to the shortlisted Consultants]*

|  |
| --- |
| **A. General** |
| **ITC Clause****Reference** |  |
| **1.1** | The name of the Employer is *[insert the Employer’s name].*The method of selection is *[insert the selection method. The quality - cost based selection method attributing 80 % weight to the Technical Proposal and 20 % to the Financial Proposal is the standard method. If fixed budget selection is applied attributing 100 % weight to the Technical Proposal and 0 % to the Financial Proposal as bidders offer their services for the same fixed budget.]**[If a tender agent is engaged under an agency contract between the Employer and KfW to act on behalf of the Employer for the selection procedure insert: “*The selection procedure is conducted by *[name of the tender agent]* who acts as tender agent on behalf of the Employer under an agency contract between the Employer and KfW.”*]**[If a tender agent only assists the Employer during the selection procedure insert: “*The Employer is supported during the selection procedure by *[name of the tender agent]* as tender agent.”*]* |
| **1.2 (b)** | *[Indicate the country if other than the Employer’s country. Please note that the country of the Applicable Law in the RFP and in the contract shall then be the same.]*  |
| **1.3** | The name of the assignment is *[insert the name of the assignment name]*.*[In case funds are not yet available for disbursement insert the following* “The prerequisites for disbursements for this assignment are not yet finalized. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.”*]* |
| **1.4** | A pre-proposal conference *[choose “*will*” or “*will not*”]* be held. *[If a pre-proposal conference will be held, provide below the date, local time, and location of the pre-proposal conference.]* |
| **1.5** | The Employer will provide the following inputs to facilitate the preparation of the Proposals: *[list the inputs, relevant project data, and reports, which will be provided by the Employer and the method through which they will be provided, if not included in the RFP].* |
| **6.** | *[In a situation where one of the potential bidders may derive an unfair competitive advantage in the selection process, explain how this advantage will be mitigated. For example, list any preparatory studies for the assignment or other data, prepared by this bidder, which shall be made available to all other bidders, and indicate the method through which they will be provided, if not included in the RFP.]*  |
| **B. Preparation of Proposals** |
| **9.1** | Proposals shall be accepted in the *[indicate language as per below]* language, which shall be the governing language of the Contract. *[The choice of languages is English, French, Portuguese or Spanish. If the shortlist comprises national firms only, the national or a nationwide-used language can be used subject to prior agreement with KfW.]**[If KfW has agreed to accept Proposals in more than one language, add the following text:*“In addition, Proposals shall be accepted in the [national or nation-wide used] language [if there are more than one national language, add “and in the [second national language”]. In case of winning, the Contract shall be signed in the governing language of the Contract.*”]* *[If the Applicable Law requires that contracts with local firms be signed in the national language only, add the following text:*“National Consultants shall submit their Proposal in the *[national language]* in order to have the Contract signed (if awarded) in accordance with the requirements of *[reference to the Applicable Law.”]*All correspondence exchange shall be in *[indicate language]* language. |
| **10.1** | The Proposal shall submitted in two envelopes comprise the following documents: Technical Proposal Envelope:* + - * 1. Power of Attorney to sign the Proposal
				2. TECH-1 Technical Proposal Submission Form
				3. TECH-2 Declaration of Undertaking
				4. TECH-3 Comments or Suggestions on the TOR and Counterpart Staff
				5. TECH-4 Description of the Approach, Methodology, and Work Plan
				6. TECH-5 Work Schedule
				7. TECH-6 Personnel Schedule
				8. E/QUAL

Financial Proposal Envelope:(1) FIN-1 Financial Proposal Submission Form(2) FIN-2 Financial Proposal – Cost Breakdown |
| **11.1** | Sub-consultants *[choose “may” or “may not”]* participate in more than one Proposal.*[The participation of Sub-consultants in only one proposal should be chosen only if competition would be adversely affected, notwithstanding the provisions in ITC 11.2.]* |
| **11.3** | Individuals *[choose “may not” or “may”]* participate in more than one Proposal.*[If little competition is expected or one or more Key Expert positions are highly specific it may be justified that individuals*[[2]](#footnote-2) *(regular staff or temporarily engaged freelance experts) participate as Key Experts in more than one Proposal.]* |
| **12.1** | Proposals shall remain valid for *[insert the number of days, usually 90]* days after the Proposal submission deadline. |
| **13.1** | The deadline for clarifications by Consultants is *[insert number of days, the period should take into account sufficient time for international transport]* days prior to the submission date as per Clause 17.9 Clarifications requests shall be addressed to *[insert name, address, fax number and e-mail address of the official responsible for handling clarification requests, as applicable. Do not provide a telephone number.]* |
| **14.1.3***[Do not use this clause if the selection method assigns a 100% weight to the Technical Score in accordance with ITC 1.1 and 26.]* | *[If not used, insert “*Not applicable*”. If used, insert the following:* *“*The estimated input of Key Experts’ is *[number of person-months].”**or**“*The estimated total cost of the assignment is *[insert amount].”**[Indicate only either time input or total cost, but not both]*  |
| **14.1.4** | *[If not used, insert “*Not applicable*”. If used, insert the following:* *“*The Consultant’s Proposal shall include the minimum Key Experts’ time-input of *[number of person-months].*For the evaluation and comparison of Financial Proposals only: if a Technical Proposal is based on a lower time-input than the minimum time-input indicated above, the total amount indicated in the Financial Proposal (TECH-1) shall be adjusted as follows:F2 = F1 + (Tmin – T1) \* Rmaxwhere,F2 is the adjusted amount of the Financial Proposal;F1 is the original amount of the Financial Proposal;Tmin is the minimum time-input required in accordance with ITC 14.1.3;T1 is the time-input offered in the Technical Proposal;Rmax is the highest remuneration rate for a Key Expert offered in the Financial Proposal.Proposals based on a higher time-input than the required minimum time-input shall not be adjusted.”] |
| **14.1.5 and 26.1***[Use this clause if the selection method assigns a 100% weight to the Technical Score in accordance with ITC 1.1 and 26.]* | *[If not used, insert “Not applicable”. If used, insert the following:* *“*The total available budget for this assignment is *[insert amount], [choose “including taxes” or “excluding taxes”].* Proposals exceeding the total available budget will be rejected.*”]**[If the available budget includes taxes, provide an estimate of the tax amount.]* |
| **16.1** | The contract period shall be *[contract period]*.*For purely Lump Sum Contracts (i.e. feasibility studies, expert opinions, design, elaboration of tender documents, etc.) insert:“*The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.*”]* *[For purely Time Based Contracts (i.e. project supervision and monitoring, time based technical assistance, etc.) insert:* “The Financial Proposal shall be calculated under the assumption that services will be remunerated on a time based basis.*”]* *[For combined contracts with lump sum and time based packages insert:* “The Financial Proposal shall be calculated on the following assumptions:Package A consisting of *[insert listing of services for lump sum remuneration with clear reference to the TOR]* will be remunerated on a lump sum basis and Package B consisting of *[insert listing of services for time based remuneration with clear reference to the TOR]* will be remunerated on a time based basis.”*]**[For items which are due to their nature difficult to calculate or to determine in advance and are not contained in the above such as special equipment to be rented or purchased by the Consultant, soil surveys, cost of security measures, contingency fund, etc. the Bidder shall be requested to state relevant cost separately in the sheet Other Cost in Section IV. If such Other Cost are relevant for the assignment insert:*“In addition to the items contained in the package(s) above the Bidder shall include in its Financial Proposal cost items as per sheet Other Cost in Section IV which provides additional information regarding the envisaged remuneration. The financial evaluation will be inclusive of the total amount of Other Cost.*”]*Should the Bidder conclude that cost items to be offered are incomplete for the fulfilment of the TOR the Bidder is encouraged to list and explain any such cost items separately. Such items shall not be taken into account in the financial evaluation.The number of working days per week shall be five (5) *[In case the Employer’s applicable work time regulations are different please modify accordingly]*. |
| **16.2** | *[If not used, insert* “Not applicable”*. If used, insert the following separately for unit prices expressed in foreign currency and for unit prices expressed in local currency:**“*The following method shall apply to the adjustment of unit prices in *[choose “*foreign currency*” or “*local currency*”].*  The rates shall be fixed for the contract period as per ITC 16.1 or for a period of *[should not exceed “24* months”] whichever is shorter. For services beyond this period, the rates shall be adjusted as follows:Pn = Po \* (0.15 + 0.85 \* In / Io) where,Pn = new revised unit pricePo = original unit price valid at the date of expiry of the Proposal Validity as per ITC 12 or in case of consecutive amendments at the date of expiry of the fixed rate period of the previous amendmentIn = new index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) month. If no official index is available at this time the latest available index before this date shall be used Io = original index applicable at the date of the original unit price above.I is defined as the *[insert the source of the adjustment index, such as the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt) for foreign rates or another appropriate index. For local rates choose an appropriate local index.]* |
| **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 e.g. VAT or withholding tax on revenue or income generated through the Contract) apply:*[If tax exemptions apply to the Contract, insert* “The Consultant, its Sub-consultants and Experts shall be exempt from the payment of *[insert the tax description, e.g., VAT, or local indirect taxes, etc.]* in the Employer’s country as per *[insert reference to the applicable source stating the tax exemption.”]**[If tax exemptions do not apply to this Contract one of the following options may apply a) the Consultant is liable to tax and their payment to local tax authorities and is remunerated for such expenses by the Employer, b) the Employer pays on behalf of the Consultant the amounts due to local tax authorities or c) the Consultant bears the applicable tax and duties out of the fees without separate remuneration for such expenses.**If case a) applies insert* “The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. Information on the Consultant’s tax obligations in the Employer’s country can be found *[insert reference to the appropriate official source and indicate the type of taxes or public duties due as detailed above].* 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.”*]**If case b) applies insert* “The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. Information on the Consultant’s tax obligations in the Employer’s country can be found *[insert reference to the appropriate official source and indicate the type of taxes or public duties due as detailed above].* The Employer will pay these taxes and public duties on behalf of the Consultant to local tax authorities. The Financial Proposal shall contain a separate estimate for such taxes and public duties.”*]* *[If case c) applies insert* “The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. Information on the Consultant’s tax obligations in the Employer’s country can be found *[insert reference to the appropriate official source and indicate the type of taxes or public duties due as detailed above].* The Consultant is expected to bear *[insert the type of taxes or public duties]* and shall include it in its fees without separate remuneration.”*]* *This case should be applied in exceptional cases if expressly required by Applicable Law.* 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.The Employer provides this information on tax obligations in the Employer’s country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant. |
| **16.4** | *[If the Financial Proposal shall be stated in a currency other than the Euro insert:* The Financial Proposal shall be stated in *[indicate freely convertible currency other than the Euro]*.The Financial Proposal *[choose “*shall*” or “*shall not*”]* state local costs in the Employer’s country currency. |
| **16.7.4** | *[If not used, insert* “Not applicable”*. If used, list the contributions of the Employer.]* |
| **C. Submission, Opening and Evaluation** |
| **17.5** | The Consultant shall submit the Proposal as follows:1. Technical Proposal: one (1) original and *[insert number]* copies, each as hard copy;
2. Financial Proposal: one (1) original and *[insert number]* copies, each as hard copy.

*[If soft copies are required, insert: “*Each original and copy of the Technical and Financial Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk, marked accordingly.*”]**[Note: CDs or DVDs are often considered as software products liable to custom duties by custom authorities. This could jeopardize the timely delivery of Proposals. In such cases the Consultants may be requested to dispatch the respective soft copy by email after opening of the respective hard copy instead of delivering it along with the hard copies.]* |
| **17.10** | The deadline for the submission of Proposals shall be *[insert date, time in 24-hour format and time zone]*.The original of the Proposal shall be submitted at the following address *[insert complete address as precise as possible, including any applicable submission directions, such as “Tender Box”; if providing an e-mail address and/or telephone or fax numbers, insert, “The following e-mail address and/or telephone or fax numbers are provided for currier purposes only.”]*.*[If copies of the Proposal need to be submitted to other recipients, for example to KfW and / or a Tender Agent add the following text for each recipient: “*The Consultant shall sent *[Insert number]* additional copies of the Proposal to the following address: *[insert complete address, including any applicable submission directions, such as “Tender Box”, but do not include telephone or fax numbers, or e-mail addresses].* This copy of the Proposal shall be packaged in accordance with the requirements stipulated in ITC 17.5 - 17.8.*”]**[The recipients of the additional copies are required to establish an opening protocol if their copies are sent in parallel to the original Proposal. However, no opening protocol is required if hard or electronic copies are send by the Consultants to these recipients after the respective opening session took place by the Employer. For this the following text may be added: “*The Consultant shall be prepared to send additional copies of the Technical and Financial Proposal to the recipients mentioned below immediately after the opening of the respective part of the Proposal took place and upon request by email or fax.”] |
| **19.1** | The opening of the Proposals will take place *[insert the date, time in 24-hour format, time zone, and complete address]**[Note: the opening of the Proposals should take place shortly after the submission deadline indicated in 17.9.]* |
| **19.2** | *[If the Employer conducts the selection procedure with or without the assistance of a tender agent insert:*“The Employer’s evaluation committee is composed of *[insert function and administrative unit of each member of the committee, a tender agent assisting the Employer may be an external committee member**or* *in case a tender agent acts under an agency contract for the Employer as indicated in ITC 1.1 above insert [“*The tender agent as indicated in ITC 1.1 conducts the selection procedure on behalf of the Employer.”*]* |
| **21.1** | The technical evaluation shall be carried 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.

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Concept and methodology |  | 35 |
| 1.1 | Clarity and completeness of the tender | 5 |  |
| 1.2 | Critical analysis of the project objectives and the Terms of Reference (TOR) | 10 |  |
| 1.3 | Proposed concepts and methods *[If applicable add separate sub-criterion for ESHS requirements]* | 20 |  |
| 2. | Qualifications of proposed staff *[If applicable add separate sub-criterion for ESHS requirements to the team or individual team members]* |  | 65 |
| 2.1 | Team leader / project manager | 30 |  |
| 2.2 | Other Key staff to be employed on the project | 30 |  |
| 2.3 | Personnel in the home office who will monitor and control the team, and provide back-up services | 5 |  |
| Total (maximum)*[If applicable add the following:*  Minimum ESHS score required \_\_\_\_ (sum of ESHS sub-criteria included in 1.3 and 2.)Proposals below the minimum ESHS score will be rejected*]* |  | 100 |

*[The sub-criteria and point system indicated above are indicative. It is strongly recommended that sub-criteria descriptions be made as detailed and specific as possible. Depending on the nature of the assignment the distribution of points may vary from the one indicated above between 35 to 65 points for the staff proposal.**In case the project structure does not foresee the assignment of a dedicated ESHS Consultant during execution of works / plant contracts by contractor(s) the implementation Consultant will be required to oversee that ESHS requirements are adequately addressed and adhered to during project implementation. In line with the ESHS requirements during the prequalification phase, the evaluation of the Consultant’s concept and the proposed team shall take into account ESHS aspects with regard to:** *Operational Health and Safety (OHS) measures as a standard requirement*
* *environmental and social safeguards, but only if the Environmental and Social Impact Assessment (ESIA) or any other document (i.e. Environmental and Social Management Plan) has identified issues to be considered during contract execution.*

*A percentage between 10 % and 25 % of the score for concept and methodology (1.3) and for the proposed team (2.) shall be dedicated to ESHS (resulting in 8 % to 21 % of the total). The Consultant shall be required to demonstrate which of the team member(s) are responsible for such ESHS issues. The evaluation criteria and scheme above shall be adapted accordingly.**For projects with significant ESHS risks during implementation Applications which do not meet the minimum ESHS score (usually 75 % of the total of the ESHS sub-criteria) shall be rejected, independent from the Overall Total Score. The minimum ESHS score needs to be included in the tender publication, if applicable.**Above ESHS requirements might be waived if a dedicated ESHS Consultant during project execution is engaged.]* |
| **25.1** | The single currency for the conversion of prices expressed in other currencies into a single one shall be *[indicate local currency or fully convertible foreign currency].*The official source of the selling (exchange) rate is *[indicate source]*.The date of the exchange rate shall be *[indicate date not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals].* |
| **26.1** | The weights given to the Technical (T) and Financial (F) Proposals are as follows:WT = [*Insert weight, usually 80 %*], and WF = [*Insert weight, usually 20 %*]*[Insert weight according to stipulation in ITC 1.1]*The weighted technical score is calculated as follows:PT = WT \* T, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent)The weighted financial score is calculated as followsPF = WF \* Co/C, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals. WF = weight of the financial Proposal (in percent)and the overall score is calculated as:P = PF + PT. |
|  | **D. Negotiations and Award** |
| **31.1.** | *[If not used, insert “*Not applicable*”. If used, insert any additional publication requirements.]* |
| **31.3.** | The expected commencement date of the assignment is *[Insert date, month and location.]* |

# Section III. Technical Proposal – Standard Forms

###### Checklist of Required Forms

|  |  |  |
| --- | --- | --- |
| FORM | DESCRIPTION | *Page Limit* |
|  |  |  |
| Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members. |  |
| TECH-1 | Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.  |  |
| TECH-2 | Declaration of Undertaking |  |
| TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer. |  |
| TECH-3A | A. On the Terms of Reference |  |
| TECH-3B | B. On the Counterpart Staff and Facilities |  |
| TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |  |
| TECH-5 | Work Schedule (Tasks and Activities Bar Chart) |  |
| TECH-6 | Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)  |  |
| E/QUAL | Continued Eligibility and Qualification |  |

###### Form TECH-1

**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 31.3.

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-2

**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("**Contract**")[[3]](#footnote-3)

To: (**"Project Executing Agency"**)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)[[4]](#footnote-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) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

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

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

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (*[*https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/*](https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/)*) must submit a fully completed and legally countersigned* *declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted,* *and not the declaration of tax conformity;*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 condition to participation in this Tender Procedure.

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

3.1) being an affiliate controlled by the 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:

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

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[[5]](#footnote-5) (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.

1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the 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.
2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

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

Signature: Dated:

**Appendix 1**

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

**Name of company**

I hereby confirm with my signature that:

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

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

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

**Appendix 1**

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

I hereby confirm with my signature that:

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

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

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

Form TECH-3

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Employer**

*[Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]*

**A - On the Terms of Reference**

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

**B - On Counterpart Staff and Facilities**

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

Form TECH-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:*

1. *Technical Approach and Methodology*
2. *Work Plan*
3. *Organization and Staffing*
4. *Back-up Services*
5. *Quality Control and Management*
6. *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)**

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

1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the 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)**

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

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

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

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

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

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

**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.]*

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

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

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

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

**Adequacy for the Assignment:**

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

**Form E/QUAL**

**Continued Eligibility and Qualification**

|  |
| --- |
| **Name of Consultant** |
| **Name of the JV Member (if applicable)** |

*[Insert one of the two options, as applicable:*

*“*We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

*or,*

“We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):”]

*[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]*

* Declaration on Conflict of Interest and of Submitting a Proposal
* Declaration of Association
* Financial Capacity Statement
* Project Experience
* List of Available Personnel and Human Resource Capacity

#

# 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:

 Name and Address Amount and Purpose of Commission

 of Agents Currency or Gratuity

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

 We understand you are not bound to accept any Proposal you receive.

 We remain,

Yours sincerely,

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

|  |  |
| --- | --- |
|  | **Sum in EUR** |
| **Total Package A - Lump sum services w/o options** |  |
| **Total Package B – Time based services w/o options** |  |
| ***[If relevant insert:* “Total Other Cost*”]*** |  |
| **Grand total** |  |

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.]*

|  |  |
| --- | --- |
| **Taxes and duties****Basic Services****Optional Services** |  |

**Summary Overview**

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

*[The summary overview to be presented by the Consultant may be adjusted and shall follow the structure as requested in the detailed cost calculation sheet on the following page.]*

|  |  |
| --- | --- |
| **SUMMARY - Fees, transport and logistics** | **Amount in EUR** |
| 1. – Foreign staff cost |  |
| 2. – Local staff cost |  |
| 3. – Allowance and accommodation |  |
| Sub-Total – Staff cost  |  |
| 4. - International travel costs  |  |
| 5. – Local travel & transport cost |  |
| 6. – Project office |  |
| 7. – Reports and documents |  |
| Sub-Total Logistics and transport |  |
| *If 8./9. Equipment / Miscellaneous items are part of the lump sum service price add relevant column(s)* |  |
| **Total Package A – Lump Sum Services** |  |

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

|  |  |
| --- | --- |
| **SUMMARY - Fees, transport and logistics** | **Amount in EUR** |
| 1. – Foreign staff cost |  |
| 2. – Local staff cost |  |
| 3. – Allowance and accommodation |  |
| Sub-Total – Staff cost  |  |
| 4. - International travel costs  |  |
| 5. – Local travel & transport cost |  |
| 6. – Project office |  |
| 7. – Reports and documents |  |
| Sub-Total Logistics and transport |  |
| **Total Package B – Time Based Services** |  |

*[If other cost are to be offered and remunerated separately insert table below:*

**Other Cost** (as per **Data Sheet** clause 16.1.and TOR)

|  |  |
| --- | --- |
| **SUMMARY** | **Amount in EUR** |
| Sub-Total – 8. Equipment Cost |  |
| Sub-Total – 9. Miscellaneous Cost |  |
| **Total Other Cost** |  |

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

*[The table below may be adjusted as appropriate by adding cost items to be included in lump sum services and / or by reducing the degree of detail.]*

The Financial Proposal shall contain a cost calculation as indicated below for information only, whereas remuneration will be in fixed tranches.

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

|  |
| --- |
| **Cost Calculation and Invoicing in *[EUR preferably]*** |
| **Package B – Time Based Services** |

The Financial Proposal shall contain a cost calculation as indicated below. Remuneration will be at actual quantities delivered/consumed on the basis of fixed lump sum unit rates and invoices should be made up according to the model below in case of contract award.

|  |  |  |
| --- | --- | --- |
| **Detailed Cost Calculation – Fees, Transport, Logistics** |  | **Model for invoicing** |
| **1. Foreign Staff Cost**  | **Unit** | **Quan-tity** | **Lump sum unit rate** | **Contract amount** |  | **Total prev. invoices(qty/amount)** | **This invoice (qty/ amount)** | **Total amount to date** | **Remain-ing budget** |
| 1.1 Team Leader | month | ... |  |  |  |  |  |  |  |
| 1.2 NN | month | ... |  |  |  |  |  |  |  |
| 1.3 … | month | … |  |  |  |  |  |  |  |
| **Sub-total Foreign staff** |  |  |  |  |  |  |
| **2. Local Staff Cost** (incl. allowances and accommodation, see explanation) |  |  |  |  |  |
| 2.1 NN | month | ... |  |  |  |  |  |  |  |
| 2.2 ... | month | ... |  |  |  |  |  |  |  |
| **Sub-total Local staff** |  |  |  |  |  |  |
| **3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff** |  |  |  |  |  |
| 3.1 Allowance, accommodation - Long-term staff | month | ... |  |  |  |  |  |  |  |
| 3.2 Allowance, accommodation - Short-term staff | month | ... |  |  |  |  |  |  |  |
| **Sub-total Allowance and accommodation** |  |  |  |  |  |  |
| **4. International Travel** |  |  |  |  |  |
| 4.1 International return flights  | flight | ... |  |  |  |  |  |  |  |
| 4.2 Complementary travel costs | flight | … |  |  |  |  |  |  |  |
| 4.3 …. other international flights | flight | … |  |  |  |  |  |  |  |
| **Sub-Total International flights** |  |  |  |  |  |  |
| **5. Local Travel & Transport Cost** |  |  |  |  |  |
| 5.1 Vehicle lease/rent or use of own vehicles | month | ... |  |  |  |  |  |  |  |
| 5.2 Vehicle O&M incl. driver, assurance, repairs | month | ... |  |  |  |  |  |  |  |
| 5.3 Other local transport (short-term, peak) | day | … |  |  |  |  |  |  |  |
| 5.4 Local flights  | flight | ... |  |  |  |  |  |  |  |
| **Sub-total Local transport** |  |  |  |  |  |  |
| **6. Project Office**  |  |  |  |  |  |
| 6.1 Office rent | month | ... |  |  |  |  |  |  |  |
| 6.2 Office operation  | month | ... |  |  |  |  |  |  |  |
| **Sub-total Project office** |  |  |  |  |  |  |
| **7. Reports and Documents** |  |  |  |  |  |
| 7.1 ... (Type of reports/documents to be stated) | /doc | ... |  |  |  |  |  |  |  |
| 7.2 ... | ... | ... |  |  |  |  |  |  |  |
| **Sub-total Reports and documents** |  |  |  |  |  |  |
| **Total Package B – Time Based Services**  |  |  |  |  |  |  |

|  |
| --- |
| **Cost Calculation and Invoicing in *[EUR preferably]*** |
| **Other Cost** |

*[For items which are not included in the lump sum price of package A and / or listed under Package B the table below, adjusted as per requirement shall be used to avoid ambiguities and distortion of the financial evaluation.]*

The Financial Proposal shall contain Other Cost items as per table below, considering the calculation mode preselected by the Employer below. The total amount for Other Cost will be taken into account for the financial evaluation:

Mode 1: Consultant to offer fixed lump sum unit rate according to the provisional quantities indicated by the Employer

Mode 2: Consultant to include in its offer the provisional amount indicated by the Employer in the table below (no quantities provided/offered)

Mode 3: Consultant to offer fixed lump sum for the whole of the respective item (no quantities provided by Employer)

*[Mode 1 is appropriate for items for which the Employer can determine the quantity in advance and the Consultant can offer a fixed lump sum unit rate without occurring a major price risk, i.e. office equipment. Mode 2 is appropriate for items which are most likely required but can only be specified in more detail at a later stage (before signing or during execution of the contract), i.e. soil surveys, armoured vehicles, specialised equipment, workshops etc. and for contingencies. Mode 3 is appropriate for items depending in number and content on the organization of services by the Consultant, i.e. town maps]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Detailed Cost Calculation – Other Cost***[For each item below indicate the calculation mode (1, 2 or 3) to be used by the Consultant and fill in the relevant data, i.e. quantity if mode 1 is selected, provisional amount for mode 2 or leave all fields empty if mode 3 is selected]* |  |  |  |  | The total amount in the respective mode is as follows:1: Qty X Lump sum unit rate2: Employer’s provisional amount3: Consultant’s item lump sum price |
| **8. Equipment Cost** | **Calcula-tion mode**  | **Unit** | **Quantity** | **Lump sum unit rate** | **Total amount** |
| 8.1 Office equipment |  |  |  |  |  |
| 8.2 Project vehicles |  |  |  |  |  |
| 8.2 Other. equip. to be handed over/consumed  |  |  |  |  |  |
| **Sub-total Equipment Cost** |  |
| **9. Miscellaneous Cost**  |
| 9.1 Other miscellaneous items/services |  |  |  |  |  |
| 9.2 Security measures |  |  |  |  |  |
| 9.3 Contingencies |  | n.a. | n.a. | n.a. |  |
| **Sub-total Miscellaneous Cost** |  |
| **Total Other Cost** |  |

Information as to invoicing and payment (to be agreed upon in full detail during contract negotiation):

Mode 1: Invoicing and payment according to actual quantities used/consumed based on fixed lump sum rate

Mode 2: Remuneration at actual cost against proof of expenditure

Mode 3: Invoicing and payment of the lump sum item price (irrespective of quantities)

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

**Fees, Transport and Logistics**

Item 1 & 2 - Staff Cost

These items shall include international and local/regional staff monthly rate at headquarter, 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 headquarter 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 headquarter 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 return 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 8) 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.

**Other Cost**

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. The following examples may fall under equipment cost

* Office equipment
* Project vehicles
* Measuring and test equipment

Item 9 - Miscellaneous Cost

This item shall include all expenses and cost items not covered by the above categories but are considered required for the assignment. The following examples may fall under miscellaneous cost:

* cost for security measures
* 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.

# 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.

1. 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. |

1. **Social and Environmental Responsibility**

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

1. comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation[[7]](#footnote-7) (ILO) and international environmental treaties and;
2. 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

***[Sample outline:***

***1. Background \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***2. Objective(s) of the Assignment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***3. Scope of Services, Tasks (Components) and Expected Deliverables***

*3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *3.2 [indicate if downstream work is required]*

*3.3 [indicate if training is a specific component of the assignment]*

*If the contract is a mixed contract with lump sum and time based remuneration services and tasks should be grouped and marked accordingly.*

***4. Team Composition & Qualification Requirements for the Key Experts*** *(and any other requirements used for evaluating the Key Experts under* ***Data Sheet*** *21.1 of the ITC)*

***5. Reporting Requirements and Time Schedule for Deliverables***

*At a minimum, list the following:*

*(a) format, frequency, and contents of reports;*

*(b) number of hard copies, form and type of soft copies (CD; DVD; PDF …) for all types of reports*

*(c) dates of submission;*

*(d) addressees receiving reports (indicate names, titles, submission address).*

*If no reports are to be submitted, state here “Not applicable.”]*

***6. Employer’s Input and Counterpart Personnel***

*(a) Services, facilities and property to be made available to the Consultant by the Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

*(b) Professional and support counterpart personnel to be assigned by the Employer to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]****]***

PART 3 – Contract Form

# Section VIII. Contract for Consulting Services

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

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

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. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)
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, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)
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. [↑](#footnote-ref-5)
6. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder. [↑](#footnote-ref-6)
7. [↑](#footnote-ref-7)