STANDARD PROCUREMENT DOCUMENT

**Standard Request for Proposals**

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**Selection of Consultants**

**Agence Française de Développement**



**AUGUST 2025**

**Foreword**

This Standard Request for Proposals ("SRFP") has been prepared by Agence Française de Développement ("**AFD**") and is based on the Master Procurement Document for Selection of Consultants prepared by the Multilateral Development Banks. It reflects "international best practices". Contracting Authorities are encouraged to use it in projects that are financed in whole or in part by AFD, and are invited to seek advice from local competent sources to ascertain its suitability regarding the applicable law, as well as its comprehensiveness. AFD will not be liable for the use of this document by Contracting Authorities in part or full.

*The text shown in italics and highlighted in yellow* constitutes "Notes to the Contracting Authority". It provides guidance to the entity in charge of preparing a specific Request for Proposals ("**RFP**"). "Notes to the Contracting Authority" should be deleted from the final RFP sent to the shortlisted Consultants. Similarly, this "User's Guide” section should not be part of the final RFP sent to the shortlisted Consultants.

Section I ‑ Instructions to Consultants, and chapter II ‑ General Conditions of Contract of Section VIII ‑ Conditions of Contract and Contract Forms, shall not be modified. Any required modification shall be respectively specified in Section II ‑ Data Sheet, and chapter III ‑ Special Conditions of Contract of Section VIII ‑ Conditions of Contract and Contract Forms.

This SRFP can be used for either time-based Contracts or lump-sum Contracts. The Contracting Authority must specify in the SRFP the appropriate Contract form. For smaller assignments requiring only an individual consultant, it is recommended to use the specific "Request for Proposals – Selection of an Individual Expert” document published by AFD. For consulting services of intermediate value (typically less than €200,000), AFD recommends using the specific "Request for Proposal – Small Consulting Services" document.

Upon prior approval by AFD, this SRFP can be used with different selection methods including Quality- and Cost-Based Selection ("**QCBS**"), Quality-Based Selection ("**QBS**"), Selection under a Fixed Budget ("**FBS**"), and Least-Cost Selection ("**LCS**").

**E-learning**: AFD provides the public with e-learning modules available at https://mooc-campus.afd.fr, aimed at explaining the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries (available at www.afd.fr) and facilitating the use of the standard bidding documents available on www.afd.fr. Contracting authorities, technical assistants, and consultants are encouraged to refer to them.

AFD welcomes any feedback from users on these documents. Those wishing to submit comments or questions on this SRFP should do so by writing to the following address:

E-mail: \_Passation\_Marche@afd.fr

<http://www.afd.fr>

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| **Revisions 2025:**These August 2025 modifications replace the previous version, introducing changes aimed at incorporating new practices, harmonizing the document with the 2024 version of the Guidelines for the procurement of AFD-Financed Contracts in Foreign Countries, improving the document's terminological consistency, and addressing typos.* Revision dated August 2025:

A selection result notification letter template has been included.In the case of co-financing or delegated financing, it is required to indicate the name and logo of the co-financier(s)/delegating party(ies), and to check for any specific publication requirements they may have, in addition to those of AFD, and to ensure their implementation.Clarifications have been introduced in Section I. Instructions to Consultants and some corresponding specific data to the Data Sheet, particularly regarding the evaluation of conditional and optional phases (ITC 2.1), changes in the structure or composition of the Consultant (ITC 11.1 and ITC 14.1.1), the availability of Key Personnel (ITC 12.3), the handling of local taxes applicable to the Contract (ITC 14.1.4, 16.3, 25.1, and 27.2), the possibilities for price modification during technical negotiations (ITC 29.5.2), and the information (including deadlines to be observed) to Consultants regarding the selection result (ITC 32 and 33).The following have been introduced: the notion of 'optional phase' (in addition to 'conditional phase') (Article ITC 2.1 of the Data Sheet), the handling of provisional sums (ITC 25.2), the treatment and examples of measures to remedy unfair competitive advantages (Subclause ITC 4.1 of the Data Sheet, and General Conditions of Contract), the distinction between the participation of the same Subcontractor and the same Key Personnel in more than one Proposal (Subclause ITC 11.1 of the Data Sheet), an increase in the recommended range for the validity period of Proposals (ITC 12.1 of the Data Sheet), and a new Subclause ITC 15.3 specifying the required format for CVs of Personnel. Additionally, the RFP provides for indicating whether the Client receives technical assistance.The allocation of points for the evaluation of technical Proposals has been set out and clarified, especially for evaluation criteria N°1 and N°2 as well as the requirements for any interview with the team leader (Subclause ITC 21.1 of the Data Sheet).Forms TECH-2, TECH-4, TECH-5, FIN-1, FIN-2, and FIN-4 have been clarified and specified, particularly regarding the presentation of CVs and the expected commitment of experts, some ESHS technical aspects, the payment of security items on a lump-sum basis, the payment terms for Other Expenses, and the consideration of applicable local taxes. A form TECH-4.2 (Schedule to Personnel’s Contribution) and a form FIN-5 (Security Price Schedule) have been added.Best practices for drafting the Terms of Reference have been added. Additionally, the Terms of Reference for Security (Section VII) now include requirements regarding code of conduct for security personnel and a mechanism for reviewing complaints concerning the behavior of security personnel.Clarifications have been made to the General Conditions of Contract (GCC), notably regarding payment following termination, differentiating based on the payment modality of the Contract (Article 19.5), and the withdrawal of Personnel or Subcontractors (Article 32). The modification of the contribution input time for experts has been facilitated (Article 29.2), and the reasons for requesting a replacement of Personnel have been clarified (Article 32). The possibility of organizing a mediation has been incorporated into Section H, which deals with dispute resolution, and Section I has been added to address the Consultant's Environmental, Social, Health and Safety obligations. Cybersecurity risk management has also been addressed (Article 20.1).The Special Conditions of Contract (SCC) have been completed, notably concerning the insurance requirements to be borne by the Consultant (Article 24.1), the handling of provisional sums (Article 41.3), and the establishment of price revision formulas (Article 42.3)Finally, formulations have been revised to refer to 'volume' rather than 'time' of contribution; 'expert-day' instead of 'expert-month'; 'personnel' instead of individual experts or CVs; and to reduce gender biases.* Reminder - Revision dated February 2024:

Introduction of two options for adapting content: * of the Statement of Integrity, Eligibility and Environmental and Social Responsibility (Section III and Section VIII);
* of Section V – Eligibility Criteria;
* of Section VI – AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility.

The implementation of these options A and B follows the release in February 2024 of a new version of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries. This revision modifies the expectations regarding the content of these three sections. As a result: * For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, Option A should be selected in these three sections (maintaining the provisions of October 2019 version);
* For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, Option B should be chosen in these four sections (implementing new provisions).
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**Guidance Note on Security Criteria**

For Services in areas of conflicts where security is an issue, AFD and the Client must ensure that the Consultants correctly assess this risk and take appropriate measures.

In accordance with *Article 1.5.2 – Security* of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries, if the Services to be performed are located in an area classified as orange or red by the French Ministry of European and Foreign Affairs,[[1]](#footnote-2) the Client shall include in the Requests for Proposals (RFP) requirements relating to security. Such requirements shall, among others, take into account the possibility of security conditions deteriorating during the performance of the Contract.

 In order to do this, AFD has included in its RFP specific requirements, which aim to (i) protect lives, (ii) preserve its reputation and that of the Client, and (iii) encourage virtuous companies to submit responsible Proposals.

As a result, this RFP contains the following additional requirements:

* Security methodology to be provided by the Consultant (in accordance with Subclause ITC 10.1 of the Data Sheet);
* Price to be indicated in the financial Proposal form corresponding to the security price paid under the Contract (Form FIN‑2, Section IV);
* Terms of Reference – Security (Section VII);
* New clause relating to suspension or termination on the grounds of the security of the Consultant's Experts (Subclause 18.2 of the Special Conditions of Contract (SCC)).

The Client will have to adjust the Terms of Reference –Security according to the nature of the security risk, by completing the required information, in particular on the security measures that it assumes, and by selecting the relevant options in the text.

The evaluation of the security methodology will consist in determining whether each admissibility requirement specified in the Terms of Reference – Security is met. Otherwise, the Proposal will be rejected.

During the performance of the Contract, a specific clause of the special conditions was added, in order to deal with a possible deterioration of the security conditions that would lead to the demobilization of the company.

***[A Notification Letter, based on this template and printed on the Client’s letterhead, must be sent to the authorized representative of each Consultant whose financial Proposal has been opened.***

**Selection result notification letter template**

*[Insert: RFP No. \_\_\_\_\_and description of service assignment\_\_\_\_\_\_\_\_\_\_\_\_\_]*

*[Insert: Location*

*[Insert: Consultant’s name and address. In case of a Joint Venture, the full name of the Joint Venture and the names of each member as in the submitted Letter of Intent to form a Joint Venture or the Joint Venture Agreement shall be stated]*

*[Insert: date on which this Notification is transmitted to all Consultants.* ***The Notification must be sent to all Consultants simultaneously (on the same date and, as far as possible, at the same time).]***

Dear Mr. /Ms.,

1. Under the above-referenced Request for Proposals, we have requested Proposals for the provision of the following consulting services*: [insert name of service assignment],* hereinafter referred to as **"the Services**".
2. This selection result notification (the Notification) informs you of our decision to award the Consulting Services Contract to the following Successful Consultant:

*[Insert: Successful Consultant’s name and address. In case of a Joint Venture (JV), the full name of the Successful JV and the names of each member as in the Successful JV agreement shall be stated]*

1. Information regarding the evaluation of your Proposal and that of the Successful Consultant's Proposal is available below: *[do not include information on other unsuccessful shortlisted consultants in the table below. When required by the selection method, state the proposed price as read and as evaluated, or adapt the table if the selection method is different. Include only the overall technical score]*

| **Name of Consultant** | **Overall technical score** | **Financial Proposal price (if applicable)** | **Evaluated Financial Proposal price (if applicable)** | **Combined score and ranking (if applicable)** |
| --- | --- | --- | --- | --- |
| *[Insert: name and address of the* ***Consultant******to whom this Notification is addressed****.**In case of a Joint Venture, the full name of the Joint Venture and the names of each member as in the submitted Letter of Intent to form a Joint Venture or the Joint Venture Agreement shall be stated]*  | **Overall technical score: *[insert score]*** | *[Proposal price]* | *[evaluated price]* | **Combined score:***[insert combined score]***Ranking:***[insert ranking]* |
| *[Insert: name and Address of the* ***Successful******Consultant****.**In case of a Joint Venture, the full name of the Joint Venture and the names of each member as in the submitted Letter of Intent to form a Joint Venture or the Joint Venture Agreement shall be stated]*  | **Overall technical score: *[insert score]*** | *[Proposal price]* | *[evaluated price]* | **Combined score:***[insert combined score]***Ranking:**1 |

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| 1. If you wish to better understand the main reason(s) for not selecting your Proposal, you may request additional information in relation to the results of the evaluation of your Proposal in accordance with ITC 32 of the Data Sheet. Such a request must be made in writing and within the timeframe specified in this article, in accordance with the following procedure:
* Provide the Contract name, reference number, Consultant’s name and contact details
* Write to *[insert the full name and title of the person in charge within the Contracting Authority, if applicable]*
* *[if necessary]* Address: *[insert complete address with floor, office number, city and country if applicable]*
* Email Address: *[insert email address]*
* *[if necessary]* Telephone number: *[insert telephone number]*
1. If your request for information is received within the acceptable time period, we will provide the additional information according to ITC 32.1 of the Data Sheet of the RFQ. If we are unable to provide this information within the period specified, we will inform you and confirm the date on which we will be able to do so.
2. Additional information may be provided in writing, by telephone, by video conference call or in person. We shall inform you in writing of the procedure for providing additional information and shall confirm the date and time. You will have to cover your own expenses for attending such meeting, if applicable.
3. Please note that the additional information provided shall address the main shortcomings and weaknesses of your Proposal compared with the Successful Consultant’s proposal. No additional information shall be disclosed, and in particular no information from any other Consultant's proposal (including a point-by-point comparison with other Proposals) may be shared, on grounds of confidentiality.
4. No further information shall be requested once the additional information has been provided. Should you decide to lodge a complaint relating to the procurement process relating to the Contract, you must do so in accordance with the laws and regulations applicable to the Request for Proposals.
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We thank you for participating in this RFP and encourage you to participate in future consultations as appropriate.

Yours sincerely,

*[Insert signature, name, and title of Client’s authorized representative]*

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**Letter of Invitation**

*[If applicable, insert: DDP No.\_\_\_\_ and name of service \_\_\_\_\_\_\_\_\_]*

*[Insert: Location and Date]*

*[Insert: Name and Address of Consultant. In case of a Joint Venture (JV), the full name of the JV and the names of each member as in the submitted Expression of Interest shall be indicated]*

Dear Mr. /Ms.,

1. The *[insert name of the Client]* (hereinafter called "**Client**") *[has received/applied for]* financing from Agence Française de Développement[[2]](#footnote-3) ("**AFD**") toward the cost of *[insert name of project]*. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the Contract for which this Request for Proposals (RFP) is issued.
2. The Client now invites Proposals to provide the following consulting services: *[insert name of service assignment],* hereinafter referred to as **"the Services**". More details on the Services are provided in the Terms of Reference (Section VII).
3. This RFP has been addressed to the following shortlisted Consultants whose names are listed below:

*[Insert the list of 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, starting with the name of the lead member. When Subcontractors are proposed, they must also be named.*

1. It is not permissible to transfer this invitation and this RFP to any other firm.
2. The RFP includes the following documents:
* 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 ‑ AFD's Policy ‑ Prohibited Practices ‑ Environmental and Social Responsibility
* Section VII ‑ Terms of Reference (TOR)
* Section VIII ‑ Conditions of Contract and Contract Forms
1. Please inform us by *[insert date]*, in writing at *[insert address]*, or by email [insert email address]:
2. that you have received the Letter of Invitation;
3. whether you intend to submit a Proposal, and if so, in order to enhance your experience, whether you are requesting permission to associate with other firm(s) (if permissible under Subclause ITC 14.1.1.1 of the Data Sheet).
4. if you have decided not to submit a Proposal, and if so, the reasons that led you to take this decision.
5. Details on the Proposal’s submission date, time and address are provided in Subclause ITC 17.9 of the Data Sheet.

Yours sincerely,

*[Insert signature, name, and title of Client’s authorized representative]*

**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**RFP No.:** *[insert reference number as per Procurement Plan]*

**Selection of Consulting Services for***: [insert Services title]*

**Client:** *[insert name of the Client]*

**Country:** *[insert name of country]*

**Project:** *[insert project name]*

**Issued on:** *[insert date when sent to shortlisted firms]*

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PART I

Section I ‑ Instructions to Consultants

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|  | 1. General Provisions
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| Definitions | "**AFD**" means Agence Française de Développement (AFD)."**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant."**Non-Key Expert(s)**" means one or more individual professional(s) provided by the Consultant or its Subcontractor and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually."**Client**" means the implementing agency that must sign the Service Contract with the Successful Consultant."**Consultant**" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract."**Contract**" means a legally binding written agreement signed by the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices)."**RFP**" means the Request for Proposals to be prepared by the Client for the selection of Consultants."**Data Sheet**" means the part of the Instructions to Consultants (ITC), Section II, included to reflect specific country and assignment conditions, which supplements (but does not replace) the provisions of the ITC."**Applicable Law**" means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**."**Joint Venture (JV)**" means a formal or informal association of more than one Consultant, i) with or without a legal personality distinct from that of its members, ii) in which one member, called the “lead member”, represents all the members of the Joint Venture, and iii) which is jointly and severally liable to the Client for the performance of the Contract."**ITC**" (this Section I of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals."**Day**" means a calendar day."**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subcontractor or Joint Venture member(s)."**Key Expert(s)**" means one or more individual professional(s) provided by the Consultant or its Subcontractor, 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."**Proposal**" means the Consultant’s technical Proposal and financial Proposal."**Services**" means the consulting services work to be performed by the Consultant pursuant to the Contract."**Subcontractor**" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining liable to the Client during the performance of the Contract."**TOR**" (Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed as part of the Services, the respective responsibilities of the Client and the Consultant, and the expected results and deliverables of the Services. |
| Introduction | The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.The shortlisted Consultants are invited to submit a technical Proposal and a Financial Proposal for the Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.The Consultants should take into account the Applicable Law in preparing their Proposals. They may attend a pre-Proposal conference if one is specified in the **Data Sheet**. Attending any such pre-Proposal conference is optional and is at the Consultants’ expense.The Client will provide, in a timely manner and 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**. |
| Conflict of interest | The Consultant is required to provide professional, objective, and impartial advice at all times, holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant’s Proposal or the termination of its Contract.Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:Conflicting activitiesConflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Similarly, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.Conflicting assignmentsConflict among consulting assignments: a Consultant (including its Experts and Subcontractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, is or may be in conflict with another of the Consultant’s assignments for the same or for another Client.Conflicting relationshipsRelationship with the Client's staff: a Consultant (including its Experts and Subcontractors) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to AFD throughout the selection process and the execution of the Contract. |
| Unfair Competitive Advantage | Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive an unfair competitive advantage from having provided consulting services related to the assignment in question. To this end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants, at the same time as this Request for Proposals, any information attesting to the absence of any such unfair competitive advantage. |
| Prohibited Practices | AFD requires compliance with its policy in regard to prohibited practices as set forth in Section VI.In further pursuance of this policy, the Consultants (including their Experts and their Subcontractors) shall authorize AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by auditors appointed by AFD. |
| Eligibility | AFD authorizes Consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V.Furthermore, it is the Consultant’s responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by AFD in Section V.State representatives and public officials of the Client’s country are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with the applicable law, and they (i) are on unpaid leaves, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and (iii) their hiring would not create a conflict of interest. |
|  | 1. Preparation of Proposals
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| General considerations | In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| Cost of preparation of the Proposal | The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. |
| Language | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**. |
| Documents comprising the Proposal | The Proposal shall comprise the documents and forms listed in the **Data Sheet**.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 the performance of the Contract, if awarded to the Consultant. |
| Only one Proposal | The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including a member of a Joint Venture) submits, or participates in, several Proposals (in its own name, as a member of another Joint Venture or as a Subcontractor of another Consultant), these will be rejected. This does not, however, preclude a Subcontractor, including Key Experts, from participating in more than one Proposal unless otherwise stated in the **Data Sheet**. |
| Proposal validity | The **Data Sheet** indicates the number of days 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.If it is determined that a Key Expert named in a Consultant's Proposal is unavailable at the time of the Consultant's anticipated start date for the Services in which this Key Expert is supposed be involved under the Proposal (including any extension of the validity date of the Proposal and application of Subclause 12.5 below, if applicable), or if this has been mentioned without said Key Expert having confirmed his/her agreement to be included in such Proposal, the Proposal shall be rejected and shall not be evaluated.Extension of validity periodThe Client will do its utmost to complete the negotiations within the validity period for the proposal. However, should the need arise, the Client may ask, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the validity period of their Proposal.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, except as provided in ITC 12.5.The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be evaluated further.Substitution of Key Experts in case of extension of validity periodIf any of the Key Experts become unavailable for the extended validity period for the Proposal, the Consultant shall provide an adequate written justification and evidence satisfactory to the Client together with the substitution request. In such case, the proposed replacement Key Expert shall have equal or better qualifications and experience than the Key Expert originally proposed. The technical evaluation score, however, shall continue to be based on the evaluation of the original Key Expert’s CV.Still in such case, if the Consultant fails to provide a replacement Key Expert with equal or better qualifications and similar or more extensive experience to the initial Key Expert, or if the reasons provided for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.SubcontractingLe Consultant shall not subcontract all of the Services. |
| Clarification and amendment of the RFP | The Consultant may request clarification of any part of the RFP during the period prior to the Proposal submission deadline mentioned in the **Data Sheet**. Any request for clarification must be sent in writing, or by electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will reply in writing, or by electronic means, to any request for clarification received, and will send written copies of the response (mentioning the question asked but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.The Consultant may submit an amended Proposal or an amendment 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 | While preparing the Proposal, the Consultant must pay particular attention to the following:Change in the Consultant’s structure or composition:If a shortlisted Consultant considers that it may enhance its expertise required for the Services by associating with other consultant(s) in the form of a Joint Venture or as Subcontractors, it may do so with either (i) one or more non-shortlisted Consultant(s), or (ii) shortlisted Consultants if permitted in the **Data Sheet**. Any change in the Consultant's structure or composition after being shortlisted shall be approved in writing prior to the Proposal submission deadline by the Client, who shall inform all shortlisted Consultants thereof as soon as possible. In particular, such approval may be refused if, in the Client’s opinion, the change could lead to a significant reduction in competition. The Client will notably be able to establish whether, following the change, the Consultant may still be included in the list of Consultants initially shortlisted after re-evaluation of its Expression of Interest in accordance with the criteria set forth in the Call for Expression of Interest Any such change must be submitted to the Client no later than twenty-one (21) Days prior to the Proposal deadline, together with all relevant supporting documentation.When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be the lead member. If, where permitted under Subclause 14.1.1.1, shortlisted Consultants associate with each other, any of them can be the lead member.The Client may indicate, in the **Data Sheet,** the estimated Key Experts’ volume of work (expressed in expert-day or the estimated total cost of the Services, but not both. However, the Proposal shall be based on the Consultant’s own estimate of the experts’ working time.If this is stated in the **Data Sheet**, the Consultant must include in its Proposal at least the period of time worked by Key Experts (expressed using the same unit of measurement stipulated in the **Data Sheet**), failing which the Proposal will be rejected.For assignments under the Fixed-Budget selection method, the estimated Key Experts’ volume of work is not disclosed. The total available budget, mentioning whether it is inclusive or exclusive of taxes, is stated in the **Data Sheet**, and the financial Proposal shall not exceed this budget. |
| Technical Proposal format and content | The technical Proposal shall not include any financial information. A technical Proposal containing key financial information shall be declared non-compliant.The Consultant is not authorized to propose more than one person for the same Key Expert position. Only one CV shall be submitted for each Key Expert position. Otherwise, the Proposal will be declared non-compliant.Alternative bids are not authorized.The technical Proposal shall be prepared using the forms provided in Section III of the RFP. |
| Financial Proposal | The financial Proposal shall be prepared using the forms provided in Section IV of the RFP. It shall list all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses indicated in the **Data Sheet**.Price adjustmentPrice adjustments may be authorized as specified in the **Data Sheet**.TaxesThe financial Proposal must consider all applicable taxes, duties and other fiscal charges (including social security contributions), in connection with the Contract. The financial Proposal must separately list the local taxes applicable to the Contract under the applicable law in the Client’s country, as specified in the **Data Sheet**. The Consultant and its Subcontractors and Experts are responsible for paying all tax liabilities arising out of the Contract unless otherwise stated in the **Data Sheet**. Information on applicable taxe system in the Client’s country is provided in the **Data Sheet**.Currency of ProposalThe Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the local currency.Currency of paymentPayment under the Contract shall be made in the currency or currencies presented in the Proposal. |
|  | 1. Submission, Opening and Evaluation
 |
| Submission, sealing and marketing of Proposals | The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.An authorized representative of the Consultant shall sign and initial all pages of the original technical and financial Proposals. The authorization shall be in the form of a written power of attorney attached to the technical Proposal confirming that the representative has been duly authorized to sign.A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member of the Joint Venture’s authorized representative.Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.The signed technical and financial Proposals shall be marked "**ORIGINAL**", and its copies marked "**COPY**" as appropriate. The number of copies is mentioned 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.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 Services]***", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL THE OPENING OF TECHNICAL PROPOSALS**".Similarly, the original financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL, [name of the Services]**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL**".The sealed envelopes containing the technical and financial Proposals shall be placed in one outer, sealed envelope. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, Consultant’s name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING** **SESSION**".If the envelopes and packages containing the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.The Proposal and any amendments must be sent to the address indicated in the **Data Sheet** and received by the Client on or before the deadline date and time indicated in the Data Sheet, or any extension to this deadline. Any Proposal received by the Client after the deadline date and time shall be declared late and rejected, and promptly returned to the Consultant unopened. |
| Confidentiality | From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its technical and/or financial Proposal. Other than when Clause 23 applies, no information relating to the evaluation of Proposals and award recommendations shall be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.Any attempt by shortlisted Consultants or anyone acting on behalf of the Consultant to influence the Client inappropriately in the evaluation of the Proposals or Contract award decisions may lead to the rejection of its Proposal.Notwithstanding the above provisions, from the time of the opening of Proposals to the time of the publication of the Contract award, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing. |
| Opening of technical Proposals | The Client’s evaluation committee shall conduct the opening of the technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The financial Proposals shall remain sealed and shall be kept securely in a safe place until they are opened in accordance with Clause 23.At the opening of the technical Proposals, the following information shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope containing the financial Proposal; (iii) any amendments to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate by the Client or as indicated in the **Data Sheet**. |
| Evaluation of the Proposals | Subject to provision of Subclause 15.1 of the ITC, the evaluators of the technical Proposals shall have no access to the financial Proposals until the technical evaluation is concluded.The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Subclause 12.5 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted technical and financial Proposals. |
| Evaluation of technical Proposals | The Client’s evaluation committee shall evaluate the technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, subcriteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. |
| Financial Proposals for QBS | Following the ranking of the technical Proposals, when quality-based selection (QBS) only applies, the top-ranked Consultant is invited to negotiate the Contract. Only the financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. |
| Public Opening of financial Proposals  | After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and provide information relating to the Consultant’s overall technical score) that their financial Proposal will be returned unopened after the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the financial Proposals. The opening date set should allow the Consultants sufficient time to make arrangements to attend the opening. The Consultant’s attendance at the opening of the financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice. |
| (for Quality and Cost Based Selection (QCBS), Fixed Budget Selection (FBS), and Least Cost Selection (LCS) methods) |
|  | The financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. The Client shall produce a written record of the minutes of the session which shall be sent to all Consultants who submitted Proposals. |
| Correction of errors | Activities and items described in the technical Proposal but not priced in the financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the financial Proposal. .Time-based ServicesIn the case of a time-based Services, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the technical Proposal. In case of discrepancy between (i) a partial amount (or sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price by quantity and the total price, or (iii) between words and figures, the former shall prevail. In case of discrepancy between the technical and financial Proposals concerning quantities, the technical Proposal shall prevail and the Client’s evaluation committee shall correct the quantity stated in the financial Proposal so as to make it consistent with the quantity indicated in the technical Proposal, apply the relevant unit price included in the financial Proposal to the corrected quantity, and correct the total cost of the Proposal.Lump-sum ServicesIn the case of lump-sum Services, the Consultant is deemed to have included the price of everything necessary for the performance of the Services in the financial Proposal, so that neither arithmetical corrections nor price adjustments shall be made. The total price, excluding taxes as per Clause ITC 25 below, specified in the financial Proposal (form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail. |
| Evaluation of financial Proposals | The Client’s evaluation of the Consultant’s financial Proposal shall exclude taxes and duties due in the Client’s country in accordance with the instructions in the **Data Sheet**.The Client's evaluation of the Consultant's financial Proposal shall exclude any provisional sum, as defined by the Client in the **Data Sheet** (if any). |
| Conversion to single currency | For the purposes of evaluation and comparison, prices shall be converted to a single currency using the selling exchange rate, source and date indicated in the **Data Sheet**. |
| Combined quality and cost evaluation (for QCBS, FBS, and LCS methods) | In the case of quality and cost based selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant attaining the highest combined technical and financial score will be invited for to negotiate the Contract.In the case of fixed budget selection (FBS), those Proposals that exceed the budget indicated in Subclause ITC 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked technical Proposal. This Consultant will be invited to negotiate the Contract.In the case of least-cost selection (LCS), the Client will select the Consultant proposing the lowest evaluated price among those consultants that achieved the minimum technical score. This Consultant will be invited to negotiate the Contract. |
| Abnormally low financial Proposal | If the financial Proposal is twenty per cent (20%), or more, lower than the Client’s estimate, and unless the Client can prove that the estimate is inaccurate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TOR). Notwithstanding the provisions of Subclauses 24.1 and 24.3, which shall not apply, if inconsistencies come to light, the financial Proposal shall be declared non-responsive and rejected. |
|  | 1. Contract negotiation and award
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| Negotiations | The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.The Client shall draw up written minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.Availability of Key ExpertsThe invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.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 propose 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 similar or more extensive experience than the original Key Expert.Technical negotiations  The negotiations include discussions about the Terms of Reference (TOR), the proposed methodology, the services to be provided by the Client, the special conditions of the Contract, and the finalization of the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Contract and shall not modify the ranking of the Proposals. Financial negotiationsThe negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.If the selection method has taken price into account as a criterion for evaluating the Proposals, the total price may not be negotiated for a lump-sum Contract. The total price may nevertheless be modified, exclusively in application of the technical negotiations provided for in Subclause 29.4.1, although these negotiations must not lead to a significant change in the total price, nor affect the ranking of the Proposals.In the case of time-based services, the unit price proposed by the Experts cannot be negotiated, except when the unit price remuneration of Experts is proposed at much higher rates than those typically charged by Consultants for similar contracts. In such a case, the Client may ask for clarifications and, if the unit prices are very high, request a reduction of the unit prices in question. |
| Conclusion of negotiations | The negotiations are concluded with the approval of the draft Contract by the Client and the Consultant.If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations with the top-ranked Consultant.The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to the Contract award, without thereby incurring any liability to Consultants. |
| Award of Contract | After completing the negotiations the Client shall sign the Contract, publish the information about the Contract award and promptly notify the other shortlisted Consultants about the result. The Consultant must provide the signed Joint Venture agreement prior to signing the Contract.The Consultant is expected to commence the Services on the date and at the location specified in the **Data Sheet**. |
| Information provided to Consultants | Within a period as specified in the **Data Sheet** , starting on the date when they are notified of the results, Consultants may request additional information. When the Client receives a request for additional information, it must provide this information as soon as possible, and within the period specified in the **Data Sheet**. This information shall address the main shortcomings and weaknesses of the Consultant's Proposal compared with the Successful Consultant’s proposal. No additional information shall be disclosed, and above all, no information from any other Consultant's proposal (including a point-by-point comparison with other Proposals) may be shared, on grounds of confidentiality.Responses to requests for information from unsuccessful Consultants may be made in writing, or orally during a meeting (by telephone, videoconference or in person). Consultants will have to cover their own expenses for attending such an information meeting, if applicable. Consultants will be unable to request any further information after this meeting. |
| Complaints | The procedures to be followed in order to lodge a complaint relating to the award procedure for this contract are those specified under the applicable Law. |

Section II ‑ Data Sheet

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| 1. General Provisions
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| **ITC 1.9** | **Applicable Law**: *[Insert the country if it is other than the Client’s country. Please note that the country of the Applicable Law in the Contract form should then be the same]* |
| **ITC 2.1** | **Name of the Client**:  [*Delete if not applicable]* The Client benefits from the following services in the context of this Request for Proposals, *[specify as appropriate: "*external technical assistance*" or "*AFD’s technical assistance free of charge*"].* **Method of selection**: *[Indicate the method of selection to be used: selection based on consideration of quality and cost ("QCBS"), selection based on quality ("QBS"), selection under a fixed budget ("FBS"), or least-cost selection ("LCS")]***Type of Contract**: *[Specify "lump-sum Contract" or "time-based Contract"]**[A time-based Contract is appropriate when it is difficult to define the scope and the duration of the Services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the Consultants required for attaining the objectives of the Services is difficult to assess. A lump-sum Contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined.]**[In some cases, the Contract may be split into different components, each being lump-sum based or time-based. The forms in Section IV shall be adapted to reflect this difference.**If the contract contains a conditional or optional phase, it should be indicated here. Forms in Section IV shall be adjusted to identify the conditional or optional phase. It should be noted that a conditional phase can only be activated for reasons beyond the Client’s control (e.g., unsecured financing), to be specified in the Contract. An optional phase may be initiated at the Client’s discretion. However, it is not valid to create a conditional phase simply to enable termination of the Contract if the services in the firm phase are not meeting expectations. Other than in special circumstances, the amount of the conditional or optional phase should not exceed twenty per cent (20%) of the total estimated amount of the Contract. A conditional phase will be evaluated jointly with the firm phase; conversely, an optional phase will not be evaluated, with only the firm phase leading to the selection of a contractor. The ITC Data Sheet will need to be adapted to reflect the situation.]* |
| **ITC 2.2** | **The name of the Services is**:  |
| **ITC 2.3** | **A pre-Proposal conference will be held**: **Yes 🞏** or **No 🞏***[If "Yes", fill in the following:]*Date of pre-Proposal conference: Time: Address: Telephone: Fax: Email: Contact person/conference coordinator: *[insert name and title]*  |
| **ITC 2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** *[list or state "N/A" if none]* |
| **ITC 3.3** | The following additional circumstances shall be considered as a conflict of interest: *[insert if applicable]*The following additional circumstances shall not be considered as a conflict of interest: *[insert if applicable]* |
| **ITC 4.1** | *[If the selection is likely to give rise to an "unfair competitive advantage", explain how the Client plans to remedy this situation. For example: critical review of the TOR, a first version of which has been drafted by one of the shortlisted Consultants), and/or provision by the Client to the shortlisted Consultants of all the information to which one (or more) of these Consultants might have had access on its (their) side (e.g., list of reports, information, documents, etc. and source(s) from which they may be obtained or downloaded by shortlisted Consultants.]* |
| 1. Preparation of Proposals
 |
| **ITC 9.1** | **Proposals shall be submitted in English. All correspondence exchanges and documents shall be in English.** |
| **ITC 10.1** | **The Proposal shall comprise the following:** **1st inner envelope with the technical Proposal:**1. Technical Proposal submission form (TECH-1)
2. Power of Attorney to sign the Proposal
3. Statement of Integrity (signed)
4. Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided for information)
5. Security methodology that meets the requirements of the Terms of Reference – Security (only in the case of Services in areas classified as orange or red by the French Ministry of Europe and Foreign Affairs[[3]](#footnote-4))

**AND****2nd inner envelope with the financial Proposal:**1. Financial Proposal submission form (FIN-1)
2. Summary of costs (FIN-2)
3. Breakdown of prices (FIN-3 and FIN-4 are provided for information in case of a lump-sum Contract)
 |
| **ITC 11.1** | **The participation of the same Subcontractor (excluding individual experts for the Key Expert) in more than one Proposal is permitted.****The participation of the same individual expert as a Key Expert in more than one Proposal *[is/is not]* permitted.** |
| **ITC 12.1** | **Proposals must remain valid for** *[insert a number of Days: normally between 60 and 120]* **Days after the Proposal submission deadline.** |
| **ITC 13.1** | **Clarifications may be requested no later than** *[insert number]***Days before the submission deadline.**The Client's contact information for requesting clarifications is:  Fax: Email:  |
| **ITC 14.1.1.1** | (b) other shortlisted Consultants:1. May request to be associated with, or take on as Subcontractor, one or more Consultants not on the shortlist.
2. May not request to be associated with, or be a Subcontractor of, any other short-listed Consultant *[Add as appropriate: unless such Consultant is from a short-listed Joint Venture which has previously notified the Client of its intention not to submit a Proposal].*

*[to be modified as the case may be]* |
| **ITC 14.1.2***[Applicable to all selection methods except fixed budget]* | Estimated volume of work for the Key Expert: expert-day***[Ensure consistency between (i) the number of expert-days indicated in the Terms of Reference, and (ii) the possibility for Key Experts to take leave over the duration of the service (on average 2 months per year, i.e., 220 days worked per year)]****[Or]*Estimated total cost of the Services: *[Indicate either the volume of work (expert-day) or the total cost only, but not both!]* |
| **ITC 14.1.3***[For time-based contracts only]* | *[If the Consultant is solely responsible for specifying the Key Expert’s volume of work remunerated on a time-spent basis, state "Not applicable". Otherwise, insert the following:]* The Consultant’s Proposal must include a volume of work by the Key Expert of at least expert-days. *[indicate a volume of work* ***strictly lower*** *than that mentioned above in Clause ITC 14.1.2 of the Data Sheet, if applicable,* ***and consistent with (i) the number of expert-days mentioned in the Terms of Reference, and (ii) the possibility for Key Expert to take leave over the duration of the service (on average 2 months per year, i.e., 220 days worked per year)****]*[Proposals stating less than the required minimum volume of work by the Key Expert shall be rejected.] |
| **ITC 14.1.4 & 27.2***[To be used for the fixed budget method]* | The total available budget for these fixed-budget Services is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_excluding local taxes applicable to the Contract as defined in Clause 16.3 of the ITC*.* Proposals exceeding the total available budget will be rejected. |
| **ITC 15.3** | *[The requirements for* ***Form TECH-5*** *should be stated here****:Curriculum Vitae (CV),*** *notably whether it should be limited to**X pages (normally between 3 and 10) depending on the profile and/or whether there is a maximum period for the consideration of experience (e.g., the last 10 years prior to the launch year of the RFP, i.e., since January 1, 201x) in order to facilitate review by the evaluation committee. Otherwise, delete this Clause ITC 15.3 from the Data Sheet]* |
| **ITC 16.1** | The Consultant shall detail the Other Expenses of its Proposal in compliance with items listed in form FIN-4. |
| **ITC 16.2** | **A price adjustment provision applies to remuneration rates**: **Yes 🞏** or **No 🞏***[This provision applies at least to Contracts whose term exceeds 12 months. To be completed here in accordance with CPC clause 42.3 - Section VIII]**[If "Yes", specify whether it applies to foreign currency and/or currency of the Client's country (local currency)]* |
| **ITC 16.3** | 1. **Permanent establishment in the Client’s country:**

The law of the Client’s country *[authorizes/does not authorize]* the consultant to perform the Contract without having a permanent establishment in the Client’s country.1. **Taxation outside the Client's country:**

The Consultant’s financial Proposal shall include, and not separately present, all taxes, duties and fees applicable outside the Client’s country (including in the Consultant’s country if it is different from the Client’s country).1. **Taxation in the Client's country:**
	1. The Consultant’s financial Proposal shall clearly identify the local taxes applicable to the Contract, defined as the taxes, duties and fees described in PART 1 of the table in Subclauses 43.1 and 43.2 of the Special Conditions of Contract, and shall present them separately in the price schedules, for each applicable currency referenced in Subclause 16.4 of the ITC.

Any exemptions from taxes, duties and fees obtained by the Client for this Contract are also mentioned in Subclauses 43.1 and 43.2 of the Special Conditions of Contract.* 1. The Consultant’s financial Proposal is deemed to include all other applicable taxes, duties and fees.
 |
| **ITC 16.4** | **The price of Services in the financial Proposal shall be stated in the following currencies:** *[Select one or two currencies from local currency, US$, or Euro]***The financial Proposal should state local costs in the Client’s country currency (local currency):****Yes 🞏** or **No 🞏** |
| 1. Submission, Opening and Evaluation
 |
| **ITC 17.1** | **The Consultants shall not be able to submit their Proposals electronically.***[Electronic option requires prior approval from AFD. If approved, insert:]***The electronic submission procedure is described below**: *[describe the submission procedure].* |
| **ITC 17.4** | **The Consultant must submit:**1. **Technical Proposal:** one (1) original and \_\_\_\_\_ *[insert number]* paper copies + one (1) digital copy (CD or flash drive);
2. **Financial Proposal:** one (1) original and \_\_\_\_\_ *[insert number]* paper copies + one (1) digital copy (CD or flash drive).

**The digital copy of the technical Proposal shall not include the financial Proposal.** |
| **ITC 17.9** | **The Proposals must be received by the Client no later than:****Date:** *[insert date, normally between 6 weeks and 3 months after the date of dispatch of the RFP to the Consultants]*  *[day/month/year]* **Time:** *[insert time in 24 h format, for example, “16:00 local time”]***The Proposal submission address is:**  |
| **ITC 19.1** | **An option to open the technical Proposals "online" is not offered.***[Electronic option requires prior approval from AFD. If approved, insert:]***The online opening procedure shall be***: [describe the procedure for online opening of technical Proposals].***The opening shall take place at:***[Insert:* "same as the Proposal submission address" *OR insert and enter the following:]*Address: Floor, room No.: City: Country: **Date**: *[same as the deadline indicated Subclause ITC 17.9 of the Data Sheet]***Time**:  *[insert time in 24 h format, for example – "16:00 local time"; the time should be immediately after the Proposal submission deadline.]* |
| **ITC 19.2** | Any technical Proposal which does not have a signed submission form or is not accompanied with a written power of attorney, according to Subclause 17.2 of the ITC, will not be considered. |
| **ITC 21.1** | **Table – Allocation of points for the evaluation of technical Proposals:***[Each criterion is allocated a number of points distributed among the various sub-criteria (the total number of points is 100 for all criteria). The criteria and sub-criteria as well as their respective weightings must be adapted to the services that are the subject of this RFP and linked to the terms of reference that describe the services to be provided]*

|  |  |
| --- | --- |
| **Criteria** | **Points** |
| 1. **Adequacy and quality of the proposed methodology and work plan in response to the Terms of Reference (TOR)**
 | *[30‑50]* |
| 1. **Key Experts’ qualifications and competence for the Services:**

*[Only the most important positions among the expertise requested in the Terms of Reference should be defined and designated as Key Expert]** Key Expert-1: Team Leader *[insert number of points]*
* Key Expert-2: *[specify title of position]* *[insert number of points]*
* Key Expert-3:*[specify title of position] [insert number of points]*
* Etc.
 | *[40‑70]* |
| 1. **Adequacy of the knowledge transfer program (capacity-building and training)**
 | *[0‑10]* |
| 1. **Participation of nationals as Key Experts**
 | *[0‑10]* |
| **TOTAL** | 100 |
| **Evaluation of criterion no. 1 - Methodology:**The number of points awarded for this criterion will be determined on the basis of the following sub‑criteria and percentage weightings *[The methodology may be assessed in terms of its compliance with the terms of reference, optimal use of available technical and professional resources, the work schedule, the suitability of resources for the tasks, the support offered to experts in the field, the complementarity of the members of the Joint Venture, the experts proposed, etc. For services relating to the preparation and supervision of infrastructure works contracts, and if specified in the TOR, appropriate sub-criteria should be added, notably i) concerning the suitability of the ESHS risk-management methodology, ii) the added value of the proposal in terms of sustainable design.]:*

|  |  |
| --- | --- |
| 1. The methodology is clear and comprehensive: all services, organization described, resources mobilized, list of activities, realistic work plan conforming to the proposed TOR and methodology, risks and assumptions
 | *[specify the percentage, e.g., 40%]* |
| 1. The methodology is relevant: it adds value to the TOR and contains innovations
 | *[specify the percentage, e.g., 30%]* |
| 1. The number of experts and the expected number of working days for each expert are adequately dimensioned to enable the satisfactory performance of each activity.
 | *[specify the percentage, e.g., 20%]* |
| 1. The complementarity between international and local experts, between junior and senior experts, or between on-site and head office experts, and the integration procedures for any independent experts, enable the attainment of the expected outcomes
 | *[specify the percentage, e.g., 10%]* |
| **TOTAL** | **100%** |

**Evaluation of criterion no. 2:**The number of points awarded for each of the above-mentioned Key Experts will be determined on the basis of the following sub‑criteria and percentage weightings *[Points for each sub-criterion must be adapted to the services covered by this RFP]:* |
| 1. General qualifications (initial training, other training programs and experience)
 | *[10‑20]*% |
| 1. Relevance for the project (relevant education, training, experience in the sector or for similar assignments)
 | *[50‑70]*% |
| 1. Relevant experience in the region and grasp of the language
 | *[0‑10]*% |
| 1. Number of years of working experience with the Consultant
 | *[10‑20]*% |
| **TOTAL** | **100%** |
| A relative scoring between the Consultants' Proposals will be calculated to reflect the overall differences in quality in the technical score of each technical Proposal.**The minimum technical qualification score (TS) required is:\_\_\_\_\_\_\_\_\_\_** *[Insert number] - [the recommended chosen range is between 70 and 85 on a scale from 1 to 100]**[Insert, if necessary,* ***only for long-term technical assistance in the Client's country****:]*An interview with the team leader proposed by each Consultant will be conducted by [*specify "videoconference", "telephone" or "other"*] during the evaluation of the technical Proposals. Questions and answers will be recorded in the Proposal Evaluation Report. *[To structure these interviews, during the evaluation of the technical Proposals, a single list of questions (on motivation, interest in the country, interpersonal aspects, etc.) will need to be drawn up for use by each Consultant's team leader.]*This interview may be conducted in the following form: *[Specify arrangement if relevant: remote or face-to-face interview, reimbursement of travel expenses, etc.]* The results of these interviews will only be used to adjust the rating for assessment criterion no. 2 concerning the team leader.This interview shall not, under any circumstances, be used to clarify the technical bid, nor shall it cover the cost of the Services or any financial element.*[To be inserted if security requirements apply:]*The evaluation of the security methodology, as described in Subclause ITC 10.1 of the Data Sheet, will not give rise to an allocation of points. It will consist in determining that each condition of admissibility specified in the Terms of Reference – Security is met. Otherwise, the Proposal will be rejected. |

 |
| **ITC 23.1** | **An online option of the opening of the financial Proposals is not offered.***[Electronic option requires prior approval from AFD. If approved, insert:]***The online opening procedure shall be**: *[describe the procedure for online opening of financial Proposals.]* |
| **ITC 25.1** | The evaluation will be carried out on the basis of the Consultant’s financial Proposal excluding all taxes, duties and fees identified in Part 1 of the table in Subclauses 43.1 and 43.2 of the Special Conditions of Contract. During Contract negotiations, the calculation of applicable taxes, duties and fees will be examined and agreed upon. Applicable taxes, duties and fees may be added, if necessary, to the Contract Price on a separate line with a reference to the payment mechanism(s) for said taxes, duties and fees described in Subclauses 43.1 and 43.2 of the Special Conditions of Contract.**The lowest evaluated financial Proposal (Fm) is given the maximum financial score (Sf) of 100.****The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**Sf = 100 x Fm/F, in which "Sf" is the financial score of the price F, "Fm" is the lowest price, and "F" the price of the Proposal under consideration. |
| **ITC 25.2** | The customer defines the provisional sum(s) as follows : *[Where applicable, list for each provisional sum: the intended purpose, the general types of expenses covered, and the corresponding amount. Details of the criteria for activating provisional sums, and the acceptable costs to be included, should be described in the Terms of Reference]* *[If there is no provisional sum, state:* Not applicable*]*The evaluation will be based on the Consultants' financial Proposal excluding the provisional sum(s) defined above. |
| **ITC 26.1** | **The single currency for the conversion of all prices expressed in various currencies into a single currency is**: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [state local currency or fully convertible foreign currency]***The official source of the selling exchange rate is**: **The date of the exchange rates is the date which is seven (7) Days prior to the deadline for receipt of the Proposals.** |
| **ITC 27.1** | **The weightings given to the technical (T) and financial (F) Proposals are:****T =**  *[Insert weighting between 70 and 80],*andF =  *[Insert weighting between 30 and 20].*Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weightings (T = the weighting given to the Technical Proposal; F = the weighting given to the Financial Proposal; T + F = 1) as follows: S = St x T% + Sf x F%. |
| 1. Contract negotiation and award
 |
| **ITC 29.1** | **Date and address provided for Contract negotiations:**Date: *[day/month/year]*Address:   |
| **ITC 31.2** | **Date and location provided for the commencement of the Services:**Date: *[insert month and year]* at: *[insert location]* |
| **ITC 32.1** | The period for Consultants to request additional information, starting from the date of notification of the selection results, is [insert the period in accordance with the applicable law, which shall be at least 5 working days] working days.The priod for the Client to provide the requested information, starting from the date of receipt of the Consultant's request, is [insert the period in accordance with the applicable law, which shall be no more than 15 working days] working days. |

Section III – Technical Proposal –
Standard forms

Form TECH–1:
Technical Proposal Submission Form

**(Text must not be modified, except for fields in italics to be completed by the Consultant)**

 *[Location, Date]*

To: *[Name and address of Client]*

Dear Mr. /Ms.,

We, the undersigned, offer to provide the Services for *[Insert title of Services]* 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 separate envelopes.

*[If the Consultant is a Joint Venture, insert the following:*

We are submitting our Proposal as a Joint Venture with: *[Insert a list with the full name and address of each member, and identify the lead member].* We have attached a copy *[insert:* *"*of our letter of intent to form a Joint Venture" *or, if a JV has already been formed,* "of the JV agreement"*]* signed by every participating member of the Joint Venture, including details of the likely legal structure, the contributions of the members of the Joint Venture and their division of tasks, and the confirmation of joint and several liability of the members of the said Joint Venture.*]*

 *[If the Consultant’s Proposal includes Sub-consultants, insert the following:*

We are submitting our Proposal with the following Sub-Consultants: *[Insert a list stating the full name and address of each Sub-consultant.]*

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client.
2. Our Proposal shall be valid and remain binding upon us for the period of time specified in Subclause ITC 12.1 of the Data Sheet (Validity of Proposals).
3. We have no conflict of interest pursuant to Clause 3 of the ITC.
4. Except as stated in the Data Sheet, Subclause ITC 12.1, 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 Subclauses 12.5 and 29.3 of the ITC shall end the Contract negotiations;
5. Our Proposal is binding upon us and subject to any amendments 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 mentioned in Subclause ITC 31.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

Yours sincerely,

Signature of authorized representative: *[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 (telephone and email):

*[For a Joint Venture, either all members must sign or only the lead member, in which case the power of attorney to sign on behalf of all members must be enclosed.]*

Appendix to technical Proposal submission form ‑
Statement of Integrity, Eligibility and Environmental and Social Responsibility

*[The content of this Appendix depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, the Contracting Authority will select the content of OPTION A and remove OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A. ]*

*[****OPTION A – Version of the Statement of Integrity to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

*(Otherwise, delete this section and keep only OPTION B below)*

Reference name of the bid or proposal: (The "**Contract**")

To: (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2 Having been:

1. convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
3. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD‑financed contract;

2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

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 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 our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the 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 the Contract.
3. If we are a state-owned entity, and to compete in a procurement 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 Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State‑owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti‑competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[4]](#footnote-5):

Signature: Dated:

*End of OPTION A]*

*[****OPTION B – Version of the Statement of Integrity to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later.***

*(Otherwise, delete this section and keep only OPTION A above)*

Reference name of the Bid/Proposal/Contract signed[[5]](#footnote-6) (the **“Contract”**)

To: (the **“Contracting Authority”**)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,[[6]](#footnote-7) nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;

2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[7]](#footnote-8) having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

1. Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
2. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
3. Having created an entity in a different jurisdiction (i) with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[[8]](#footnote-9) (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

1. We hereby certify that neither we, nor any party acting on our behalf[[9]](#footnote-10), nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
	1. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions** **measures** adopted by the United Nations, the European Union and/or France;
	2. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions** **measures** adopted by the United Nations, the European Union and/or France;
	3. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
2. We hereby certify that neither we, nor any party acting on our behalf,2 nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

4.2 Having business or family relations with a member of the Contracting Authority’s services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

1. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
2. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.[[10]](#footnote-11)

6.2 Neither we, nor or any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

1. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,2 any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

1. We, any party acting on our behalf,2 the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
2. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Purpose** | **Amount (indicate the currency)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(\*): If no amount has been paid or is to be paid, indicate “None”.

1. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of:[[11]](#footnote-12)

Signature:

Dated:

*End of OPTION B]*

Form TECH–2:
Technical Proposal

*[The following text is a suggested structure expected by the Client for the Technical Proposal, to be adapted by the Client for each Contract to be awarded]*

1. **Consultant's Structure and Experience**

*[Provide here a brief description of the background and organization of your company, and – in the case of a joint venture – of each member that will be participating in the Services, including an organizational chart, a list of board of directors, and share ownership.]*

1. **Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference**
2. **Technical approach and methodology**:

*[Please explain how you interpret the objectives of the Services, as described in the Terms of Reference (TOR), and describe the technical approach and methodology (including with regard to capacity building/training and management of Environmental, Social, Health and Safety aspects, and/or sustainability-related aspects specific to the Services, if specified in the TOR) you would adopt in order to perform the Services tasks and deliver the requested products/reports, as well as the level of detail of these deliverables. Include here any comments and suggestions you may have on the TOR (including proposed improvements, if any) and on the services and personnel to be provided by the Client (e.g., administrative support, office space, local transport, equipment, relevant documents and reports, etc.). Please do not repeat or copy the TOR here.]*

*[The list of topics to be covered by the Consultants in this section, linked to the TOR and corresponding to the evaluation sub-criteria set out in ITC 21.1 of the Data Sheet, where applicable, should be specified here]*

1. **Work Plan**

*[Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including examination/approvals by the Client), and tentative delivery dates for the reports. The proposed work plan should be consistent with the technical approach and methodology, demonstrating 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 schedule form (form TECH-3) may be used for that purpose.]*

1. **Consultant's Organization and Staffing**

*[Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and administrative support staff assigned to the Services, and Experts dedicated to capacity building and training and/or to the management of ESHS aspects, if these are specific components of the Services, specified as such in the TOR. Each Expert’s contribution should be specified in line with the proposed methodology and the TOR requirements. Form TECH-4 can be used for this purpose. CVs of all Experts shall be provided; form TECH-5 may be used for this purpose.]*

Form TECH–3:
Work schedule and planning for deliverables

**(Indicative format)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Deliverables[[12]](#footnote-13) (D ‑ \_\_)** | **Months[[13]](#footnote-14)[[14]](#footnote-15)** | **TOTAL** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **….** | **m** |
| **D ‑ 1** | *[e.g., Deliverable #1: Start-up report, or Month 1 activity report]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Data collection
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Drafting
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Inception report
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Incorporating comments
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Etc.
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Delivery of final report to Client
 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
| **D ‑ 2** | *[e.g., Deliverable #2: \_\_\_\_\_\_]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
| **D - n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Forms TECH–4:
Team composition, assignment and Personnel’s contributions

**TECH-4.1 – Personnel’s Contribution to Deliverables**

*[this table is optional for a lump sum contract]*

**(Indicative format)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Time of Expert’s contribution (in working days) for each Deliverable listed in Form TECH–3** | **Total time of contribution(in days)** |
| **Position** | **Location** | **D ‑ 1** | **D ‑ 2** | **D ‑ 3** | **.....** | **D ‑ n** | **Etc.** | **Home[[15]](#footnote-16)** | **Field[[16]](#footnote-17)** | **Total** |
| **Key Experts[[17]](#footnote-18)** |
| K-1 | *[Name, Surname]* | *[Team Leader]* | *[Home]* | *[20 days]* | *[10 days]* | *[5 days]* |  |  |  |  |  |  |
| *[Field]* | *[5 days]* | *[5 days]* | *[10 days]* |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** |  |  |  |
| **Other Experts – Non-Key** |
| N-1 |  |  | *[Home]* |  |  |  |  |  |  |  |  |  |
| *[Field]* |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** |  |  |  |
| **Total** |  |  |  |

**TECH-4.2 –Personnel’s contribution Schedule**

**(Indicative format)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Time of Expert’s contribution (in working days) per month[[18]](#footnote-19)** | **Total time of contribution(in days)** |
| **Position** | **Location** | **Month 1** | **M2** | **M3** | **.....** | **Mn** | **Etc.** | **Home[[19]](#footnote-20)** | **Field[[20]](#footnote-21)** | **Total** |
| **Key Experts[[21]](#footnote-22)** |
| K-1 | *[Name, Surname]* | *[Team Leader]* | *[Home]* | *[10 days]* | *[5 days]* | *[10 days]* |  |  |  |  |  |  |
| *[Field]* | *[10 days]* | *[10 days]* | *[5 days]* |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** |  |  |  |
| **Other Experts – Non-Key** |
| N-1 |  |  | *[Home]* |  |  |  |  |  |  |  |  |  |
| *[Field]* |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** |  |  |  |
| **Total** |  |  |  |

Key:

Full-time assignment Part-time assignment

Form TECH–5:
Curriculum Vitae (CV)

**(Indicative format)**

*[Please note here any requirements for CVs, if provided for in Subclause ITC 15.3 of the Data Sheet: notably, whether the CV should be limited to X pages (normally between 3 and 10) depending on the profile and/or whether there is a maximum period for the consideration of experience (e.g., the last 10 years prior to the year in which the RFP was issued, i.e., since January 1, 201x), to facilitate review by the evaluation committee.]*

|  |  |
| --- | --- |
| **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:** | *[Insert country]* |

**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 Services**: *[List jobs held since graduation, in reverse chronological order, starting with the current position; for each job, indicate dates, employer, job title and place of work; for jobs held within the last ten years (or any other limit specified in Subclause ITC 15.3 of the Data Sheet), also specify activities carried out and provide the names of clients and employers to be contacted as references. Past employment that is not relevant to the Services does not need to be included.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Name of employer, job title/position held, working location.** | **Country** | **Summary of activities performed relevant to the Services** |
| *[e.g., May 2015 – present]* | *[e.g., Consulting Firm XX] [Position held] [City, Country]**[e.g., Ministry of \_\_\_\_\_\_\_\_\_\_\_\_, advisor/consultant to \_\_\_\_\_\_\_\_\_\_\_\_,**For references:* *tel. \_\_\_\_\_\_\_\_\_\_ /email \_\_\_\_\_\_\_\_\_ [Name, position]* |  |  |
|  |  |  |  |

**Membership of professional associations and previous publications:**

**Language skills (only include languages in which you can work):**

**Skills/qualifications for the Services:**

|  |  |
| --- | --- |
| **Specific tasks assigned to the Expert among the tasks to be carried out by the Consultant’s team**  | **Reference to prior work or assignments\* that illustrate the Expert’s ability to perform the assigned tasks** |
| ***[List of deliverables/tasks as in TECH‑3 in which the Expert will be involved]*** | ***[for each past experience, state: project description, dates, location, employer, final client, description of activities conducted by the Expert, volume of expert intervention (in expert-days) on the task in question, work on site and/or at home]*** |
|  |  |
|  |  |

\* Only the professional experience mentioned in the CV will be considered by the evaluation committee.

**Expert’s contact information:** *[email:\_\_\_\_\_\_\_\_\_\_\_\_\_, phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_]*

**Certification:**

I, the undersigned, certify that this CV accurately describes me, my qualifications and my professional experience. I confirm that I have no confirmed commitments as a principal expert, in another project or any other professional activity incompatible in terms of capacity or schedule with the planned Services, and I undertake to be available to carry out the Services, should the contract be awarded. I further declare that I have no conflict of interest. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or the Proposal’s rejection by the Client.

*[day/month/year]*

Name of Expert Signature Date

*[day/month/year]*

Name of authorized Representative of the Consultant Signature Date

*[the same who signs the Proposal]*

Section IV – Financial Proposal –
Standard forms

Form FIN–1:
Financial Proposal submission form

**(Text must not be modified, except for fields in italics to be completed by the Consultant)**

 *[Location, Date]*

To: *[Name and address of Client]*

Dear Mr. /Ms.,

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

Please find enclosed our financial Proposal which amounts to *[enter amount(s) in words and figures for each currency]*, exclusive of local taxes applicable to the Contract as specified in Subclause ITC 16.3 of the Data Sheet, *[if applicable, delete:]* and exclusive of provisional sums as specified in Subclause ITC 25.2 of the Data Sheet. The estimated amount of local taxes applicable to the Contract specified in Subclause ITC 16.3 of the Data Sheet is *[enter amount in words, figures, and currency]* which shall be confirmed or adjusted, if needed, during Contract negotiations. *[Please note that all amounts shall be the same as in Form FIN-2.]*

*[If a price revision is provided for under Clause ITC 16.2 of the Instructions to Consultants, add:* the official wage index to be used for price revision purposes for payments in foreign currency will be as follows: *[Insert the name, the source, and any information required to identify necessary to identify the official wage index.]*

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 Subclause ITC 12.1 of the Data Sheet.

We understand that you reserve the right to annul the procedure and reject all Proposals at any time prior to Contract award.

Yours sincerely,

Authorized Signature: *[In full and initials]*

Name and Title of Signatory:

In the capacity of:

Address:

Email:

*[For a Joint Venture, either all members must sign or only the lead member, in which case the power of attorney to sign on behalf of all members must be enclosed.]*

Form FIN–2:
Summary of Costs

***[The following table is provided as a indicative template and should be adapted to each RFP by the Client. The Client shall select the appropriate table(s) in accordance with the Contract type (lump-sum price and/or unit prices (time-based) and shall delete the other table. The Client shall ensure that the estimated local taxes applicable to the Contract are presented separately.]***

***[Note: In the case of conditional or optional phases, these must be shown separately in the tables. The total price of the Proposal must include the conditional phase but must not include the optional phase]***

**TIME-BASED**

|  |  |
| --- | --- |
| **Item** | **Price** |
| *[Consultant must state the proposed price in accordance with Subclause ITC 16.4 of the Data Sheet; delete any columns not used]* |
| *[Insert foreign currency]* | *[Insert local currency]* |
| **Price of the financial Proposal excluding taxes[[22]](#footnote-23) and excluding provisional sums:[[23]](#footnote-24)** |
| * Remuneration
 |  |  |
| * Other expenses
 |  |  |
| *[to be entered only if Terms of Reference – Security are included in the RFP; otherwise delete]** Security measures:[[24]](#footnote-25)
 |  |  |
| **Total price of the financial Proposal excluding taxes1 and excluding provisional sums:2** | *[this amount must be the same as in Form FIN 1]* | *[this amount must be the same as in Form FIN 1]* |
| **Provisional sums defined by the Client** *[delete if necessary]* |
| * *[specify the intended purpose of each provisional sum]*
 | *[this amount must be the same as in Subclause ITC 25.2 of the Data Sheet]* | *[this amount must be the same as in Subclause ITC 25.2 of the Data Sheet]* |
| **Estimated local taxes applicable to the Contract[[25]](#footnote-26) – to be examined and finalized during Contract negotiations (if awarded)** |
| * Value Added Tax (VAT) or equivalent
 |  |  |
| * Withholding tax on the Consultant’s invoices based outside the Client’s country[[26]](#footnote-27)
 |  |  |
| * Contract registration fees[[27]](#footnote-28)
 |  |  |
| * Customs duties
 |  |  |
| **Total estimated local taxes applicable to the Contract:** |  |  |

**N.B. Payments will be made in the currency/currencies expressed above (Reference to ITC 16.4)**

**LUMP-SUM CONTRACT**

|  |  |
| --- | --- |
| **Item** | **Price** |
| *[Consultant must state the proposed price in accordance with Subclause ITC 16.4 of the Data Sheet; delete any columns not used]* |
| *[Insert foreign currency]* | *[Insert local currency]* |
| **Overall lump-sum price of the financial Proposal excluding taxes[[28]](#footnote-29) and excluding provisional sums:[[29]](#footnote-30)** |
| * Activity 1 (deliverable 1)
 |  |  |
| * Activity 2 (deliverable 2)
 |  |  |
| * Etc.
 |  |  |
| *[to be entered only if Terms of Reference – Security are included in the RFP; otherwise delete]** Security measures:[[30]](#footnote-31)
 |  |  |
| **Total price of the financial Proposal excluding taxes1 and provisional sums:2** | *[this amount must be the same as in Form FIN 1]* | *[this amount must be the same as in Form FIN 1]* |
| **Provisional sums defined by the Client** *[delete if necessary]* |
| * *[specify the intended purpose of each provisional sum]*
 | *[this amount must be the same as in Subclause ITC 25.2 of the Data Sheet]* | *[this amount must be the same as in Subclause ITC 25.2 of the Data Sheet]* |
| **Estimated local taxes applicable to the Contract[[31]](#footnote-32) – to be examined and finalized during Contract negotiations (if awarded)** |
| * Value Added Tax (VAT) or equivalent
 |  |  |
| * Withholding tax on the Consultant’s invoices based outside the Client’s country [[32]](#footnote-33)
 |  |  |
| * Contract registration fees[[33]](#footnote-34)
 |  |  |
| * Customs duties
 |  |  |
| **Total estimated local taxes applicable to the Contract in the Client’s country:** |  |  |

**N.B. Payments will be made in the currency/currencies expressed above (Reference to ITC 16.4)**

Form FIN–3:
Breakdown of Remuneration

*[****Note****:*

* *For time-based Contracts, this form will serve as a basis for payment.*
* *For lump-sum Contracts, the data provided in this form will not be used to pay for the Services, but rather to* *indicate the basis for calculating the contract price and, where applicable, to establish the Consultant's remuneration for additional services requested by the Client. The format of this form is indicative.]*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | **Name** | Position (see TECH-4) | Expert-Day remuneration rate(excluding taxes) | *Total contribution in Expert-Days (see TECH4)* | *Total [Foreign currency – see FIN-2]* | *Total [Local Currency – see FIN-2]* |
| **Key Experts** |
| K-1 |  |  | *[Home]* |  |  |  |
| *[Field]* |  |  |  |
| K-2 |  |  |  |  |  |  |
|  |  |  |  |
| … |  |  |  |  |  |  |
|  |  |  |  |
| **Other Experts – Non-Key** |
| N-1 |  |  | *[Home]* |  |  |  |
| *[Field]* |  |  |  |
| N-2 |  |  |  |  |  |  |
|  |  |  |  |
| … |  |  |  |  |  |  |
|  |  |  |  |
| **Total Cost (excluding taxes)** |  |  |

Form FIN–4:
Breakdown of Other Expenses

***[N.B.***

* *For time-based Contracts, this form will serve as a basis for payment.*
* *For lump-sum Contracts, the data provided in this form will not be used for the payment of services, except in the case of payment based on actual cost (column ‘’Mode of Payment’’), but rather to* indicate the basis for calculating the contract price and, *where applicable, to establish the Consultant's remuneration for additional services requested by the Client.]*

|  |
| --- |
| **Other Expenses:** |
| **No.** | **Type of expenses[[34]](#footnote-35)** | **Unit** | **Mode of payment[[35]](#footnote-36)** | **Type of proof expected[[36]](#footnote-37)** | **Unit Cost (excluding taxes)** | **Quantity** | *Total amount**[Foreign currency – see FIN–2]* | *Total amount* *[Local Currency – see FIN–2]* |
| 1 | **Per diem allowances[[37]](#footnote-38)** | Per night | Lump sum | *[Specify support documentation expected by the Client]* | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_ |  |  |
| 2 | **International travel[[38]](#footnote-39)** | Ticket (round-trip) | Lump sum | *[Specify support documentation expected by the Client]*  |  |  |  |  |
| 3 | **Local travel** | Ticket (round-trip) | Lump sum | *[Specify support documentation expected by the Client]* |  |  |  |  |
| 4 | **Car rental** | Monthly | Lump sum | *[Specify support documentation expected by the Client]* |  | *[number of vehicles x number of months of use]* |  |  |
| 5 | **Communication costs** | Monthly | Lump sum | *[Specify support documentation expected by the Client]* |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| 6 | **Reproduction of reports** | Report | Lump sum | *[Specify support documentation expected by the Client]* |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| 7 | **Office rental and overheads** | Monthly | Lump sum | *[Specify support documentation expected by the Client]* |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| … | **Etc.** | \_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ | *[Specify support documentation expected by the Client]* |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| 8 | **Training of the Client’s personnel – if required in TOR** | As per TOR | Lump sum | *[Specify support documentation expected by the Client]* |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **Total Costs (excluding taxes)** |  |  |

Form FIN–5:
 Security Price

*[Enter here the Security Prices as required under the Terms of Reference for Security included in the RFP, if applicable.* *The Client may include a breakdown of the prices presented below related to the security system. If Terms of Reference for Security are not included in the RFP, this security price form must be deleted]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Position No.** | **Categories** | **Reference to Security TORs** | **Mode of payment** | **Total price (excluding VAT and customs duties)** | **Amount of VAT** **and customs duties, if applicable** |
| **Part in National Currency** | **Part in Foreign Currency** |
| **Security Items** |
| **Security 1** | **Security Organization** | Article 4.1 | Lump Sum |  |  |  |
| **Security 2** | **Travel within the country and to the area in question** | Article 4.2 | Lump Sum |  |  |  |
| **Security 3** | **Accommodation during assignments** | Article 4.3 | Lump Sum |  |  |  |
| **Security 4** | **Communication** | Article 4.4 | Lump Sum |  |  |  |
| **Other** | **This price may be used to pay for all other services described in Articles 1 to 3 of the Security Terms of Reference** | Articles 1 to 3, 5 to 6 | Lump Sum |  |  |  |
| **Total price for Security**  | \_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ |
| Prices include all activities and measures defined in the Security Terms of Reference and correspond to additional costs compared to a safe and secure situation. The total price for Security is to be included in the Summary of Costs (table FIN-2). The invoices shall include, for each of the security price categories, the fraction of the price equal to the percentage of execution of the actions relating to each of the security prices and carried out in accordance with the Security Terms of Reference. |

Section V – Eligibility Criteria

**Eligibility in AFD‑Financed Procurement**

*[The content of this Section V – Eligibility Criteria depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, the Contracting Authority will select the content of OPTION A and remove OPTION B;*

*For all contracts financed by AFD through a Financing Agreement referring to the AFD procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A].*

*[****OPTION A – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

*(Otherwise, delete this section and keep only OPTION B below)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons[[39]](#footnote-40) (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD‑financed contract if, on the date of submission of an application, a bid or a proposal, or on the 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 the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

2.2 Have been:

1. convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
3. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD‑financed contract;

2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 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 dispute resolution is still pending or has not confirmed a full settlement against them;

2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.

State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD 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.*End of OPTION A]*

*[****OPTION B – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later.***

*(Otherwise, delete this section and keep only OPTION A above)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person[[40]](#footnote-41) may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors[[41]](#footnote-42), employees or agents (be it declared or not):
	1. Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
	2. Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[42]](#footnote-43) having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
3. Prohibited Practices[[43]](#footnote-44), or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
4. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
5. Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
	1. Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
	2. Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.[[44]](#footnote-45) In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
	3. Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
	4. Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. In addition, a Person may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:

3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;

3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;

3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.

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 AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD 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.

*End of OPTION B]*

Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

*[The content of this Section VI depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before the Contracting Authority will select the content of OPTION A and remove OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A].*

*[****OPTION A – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

*(Otherwise, delete this section and keep only OPTION B below)*

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD‑financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

AFD 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:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

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

1. Corruption of a Public Officer means:
* The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person[[45]](#footnote-46) or entity, for such Public Officer to act or refrain from acting in his official capacity; or
* The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
1. A Public Officer shall be construed as meaning:
* Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
* Any other natural Person who performs a public function, including for a State institution or a State‑owned company, or who provides a public service;
* Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
1. Corruption of a Private Person[[46]](#footnote-47) means:
* The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
* The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
1. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
2. Anti‑competitive practices mean:
* Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
* Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
* Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.
1. **Environmental and Social Responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD‑financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

*End of OPTION A]*

*[****OPTION B – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later.***

*(Otherwise, delete this section and keep only OPTION A above)*

* + - 1. **Prohibited Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, reffering to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”[[47]](#footnote-48) available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”[[48]](#footnote-49).

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person[[49]](#footnote-50) or any of its subcontractors, Directors[[50]](#footnote-51), employees or agents (be it declared or not), may not be awarded an AFD‑financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD‑financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, innncluding the inspection of their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

* By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
* By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

## **Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

* + - * 1. Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the contract.
				2. Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
				3. Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
				4. Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
				5. Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the contract.

*End of OPTION B]*

Section VII – Terms of Reference

*[Sample outline:]*

1. Background:
2. Objective(s) of the Services:
3. Scope of Services, Tasks (Components) and Expected Deliverables:

3.1 *[specify the scope of services]*

3.2 *[state whether a subsequent assignment is envisaged]*

3.3 *[state whether knowledge transfer (capacity building and training) is a specific component of the Services]*

3.4 **[Note to the Client:***If the Consultant's Services include the design of structural elements (such as existing or new buildings, roads, bridges, penstocks, power plants, power transmission and distribution systems and dams), specify the applicable requirements to be taken into account in the design, in accordance with national legal requirements, environmental, health and safety directives and other international industry best practice, including with regard to sustainable design and nature-based solutions. This may include, as appropriate: (i) the incorporation of climate change considerations into structural design, design and/or construction techniques and sustainable, less resource-intensive building materials, including secondary materials from recycling or reuse, and alternatives to hazardous materials; (ii) the integration of all mandatory accessibility requirements under national laws or regulations into the design of new buildings and structures; (iii) where technically and financially feasible, the application of any additional measures necessary to meet universal accessibility requirements (i.e., unhindered access for people of all ages and abilities in different situations and circumstances) in the design of new buildings and structures; and (iv) any applicable requirements for certification or approval by competent authorities or professionals****].***

1. *[If travel by personnel employed by the Client or other government bodies is planned (training, study trips, workshops, etc.), insert:]* A provisional sum is defined to cover the travel expenses of *[Client's staff] [insert organization concerned].* This provisional amount includes
2. *[Specify in these TOR the types of expenses (flights + hotels + meals during working hours, local transport) to be covered by the Consultant out of the provisional sum].* These expenses shall be paid by the Consultant and subsequently reimbursed upon presentation of invoices.
3. *A per diem allowance per overnight stay will be included as follows: [specify amount, purpose and coverage in these TOR. The per diem can cover various expenses depending on the travel provided for in the TOR: travel-related additional salary, evening meal, local transport to the airport or others to be defined when the budget is drawn up. The per diem is paid:*
	1. *Option 1: Either by the Consultant against receipt from the employee, and reimbursed to the Consultant on presentation of employees’ receipts,*
	2. *Option 2: Or by the Client, before employees set off on assignment, from the project budget.*

*The chosen option must be defined in agreement with AFD and clearly stated in the TOR.]*

1. Team composition and qualifications required for the Key Expert (and other requirements that will be used to evaluate Key Experts in accordance with the provisions of Subclause 21.1 of the Data Sheet); estimated volumes of services expected from the Key Expert (in expert-days; In this case, volumes indicated shall be consistent with the information provided in ITC 14.1.2, 14.1.3, and 14.1.4 of the Data Sheet, also the estimated total budget for the Services should not be disclosed in this case, either in this RFP or in the Call for Expressions of Interest. these volumes must take into account periods of leave to be set aside for long-term Key Expert (typically 220 days of actual work per year for a long-term expert, on working days), and correspond to an estimate and not a minimum limit. The minimum volume of services can be specified in subclause ITC 14.1.3 of the Data Sheet.
2. Reporting requirements and schedule for deliverables

At a minimum, list the following:

1. format, frequency, and contents of reports;
2. number of copies, and submission requirements if by electronic means (email, secure document management platform, or USB drive). Final reports must be submitted by email, via a secure document management platform, or on a USB drive, in addition to the required number of printed copies.
3. dates of submission;
4. persons (indicate names, titles, submission address) to receive them; etc.

If no reports are to be submitted, state "Not applicable".

1. Services to be provided by the Client:
2. Services, facilities and property to be made available to the Consultant by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[provide a list]*
3. Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[provide a list]*
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[****Note****: If the Consultant's Services include the design and supervision of works with significant environmental, social, health and safety impact, the preparation of tender documents to select a works contractor and/or the supervision of works based on AFD's standard tender documents, the specific terms of reference developed by AFD should be used.]*

***[Insert in case of Services located in an area classified as orange or red by the French Ministry of European and Foreign Affairs;[[51]](#footnote-52) otherwise delete.***

*To finalize these Terms of Reference, the Client will complete the required information and select the relevant options (highlighted in yellow in the text).****]***

**Terms of Reference – Security**

1. **Preamble**

*[Add a description of the security context and, in particular, describe relevant recent events and any warnings issued by local or French authorities or by international institutions.]*

***[Describe the roles and responsibilities, tasks and resources provided by the Client to ensure the security of persons and property: escorts, accommodations, security guards, transport and communication arrangements, etc.]***

The Consultant must demonstrate the care it exercises to protect its employees on service provision assignments in the country. It must then identify the risks (including those posed by its own safety and security systems and by those within and outside the project site) and, based on this analysis, define the means of prevention and protection, including organizational, technical and human resources. It will also be guided by the principles of proportionality and international best practice in terms of recruitment, rules of conduct, training, equipment and supervision of security personnel (including direct or contract employees), and by the law in force in the country. The Consultant shall not authorize the use of force by direct or contracted employees to ensure security, except when such force is used for preventive or defensive purposes, taking account of the nature and seriousness of the threat. These elements shall be described in a methodology, which must cover and describe what the Consultant has planned for each of the headings below.

**Disclaimers:**

1 ‑  Although the specified admissibility requirements are meant to be linked to the potential risks to which the Contract may be exposed, they are intended solely for the purpose of evaluating the Proposals with a view to eliminating those that do not meet a minimum set of requirements. They are in no way intended to constitute sufficient measures to ensure the safety of persons and property within the scope of the Contract. **The risk assessment and safety measures to be defined and implemented as a result are the responsibility of the Consultant, who will clearly present them in its safety methodology.**

2 ‑  **A methodology that fails to meet any one of the admissibility requirements set out in the sections below will be declared non-compliant and the Consultant's Proposal will be rejected.**

1. **Analysis of security issues and threats**

The Consultant shall describe its view of the security environment and threats in the area where the Contract will be performed and/or the hazardous area, and present a security analysis for the relevant area and for the activities it will perform therein. It shall specify the method and references used to perform this analysis and describe the main threat scenarios that can be identified at the Proposal stage.

In addition, it shall at all times be able to share information learned from the country watch performed by its local organization or head office.

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| **Admissibility requirements:*** Document describing the method used to carry out this analysis;
* At least one identifiable reference source must be used;
* Identification and evaluation of security threats in relation to the contract;
* *[insert in the event of a* ***highly degraded security context****; otherwise delete]* Description of measures planned to monitor local security.
 |

1. **General security organization**

The Consultant shall define the general security roles and responsibilities within its organization and the allocation of the associated tasks for this Contract (including subcontractors and co-contractors), and shall designate a security officer. It shall define the planned organization and resources. In the event of a Joint Venture (JV), the leader shall designate a security officer as the sole contact for this JV.

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| **Admissibility requirements:*** Description of the organization;
* The Consultant (and each member in the case of a JV) shall provide the name of the company’s internal security officer, who shall be responsible for defining and monitoring the measures implemented for the Contract.
 |

1. **Specific security measures planned**

Based on its own security analysis and the main threat scenarios it may have identified, the Consultant shall plan specific and appropriate measures. These measures shall cover at least the following matters:

4.1. Security Organization

The Consultant shall describe its local security organization in the country where the Services will be performed. In particular, it shall specify whether this organization relies on internal resources (in-house security personnel), using its own resources already existing in the country, whether it uses a local partner, a security service provider or a dedicated "security manager" for the Contract, or whether it relies on the country’s government resources and whether it can request them directly. It shall describe the respective roles planned for each participant operating locally.

If the Consultant uses a security service provider under the Contract, and for its own security personnel, if any, the Consultant shall require these security personnel to operate in an appropriate manner, consistent with applicable law (and the provisions of the Environmental and Social Management Plan (ESMP), if any). To this end, the Consultant will establish (i) contractual provisions that include clear instructions on the limited circumstances in which the security forces may use force to protect Contract personnel or property, and (ii) adequate training (if they have not already received such training) in the use of force (including the use of firearms, where appropriate) and appropriate rules of conduct towards workers and affected populations. Appropriate protocols must also be established and implemented for security services provided by government entities, where applicable.

The Consultant shall conduct reasonable prior reputational investigations to verify that the security provider, and security personnel, if any, have not been involved in any abuses.

The Consultant shall investigate any allegations of unlawful or improper actions by security personnel, taking account of the need to protect the confidentiality of information relating to victims and complainants, take steps (or urge the parties concerned to take steps) to prevent the recurrence of such actions and, if necessary, report such unlawful and improper actions to the competent authorities.

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| **Admissibility requirements:*** Description of the organization and resources mobilized in the country of the Contract;
* Description of the contractual provisions (including code of conduct) that the Consultant will use to issue clear instructions to any security provider, and its own security personnel, if any, on the limited circumstances in which they may use force to protect Contract personnel or property;
* Description of the mechanism for handling complaints about the conduct of security personnel ;
* The Consultant (and each member in the case of a JV) shall provide the name of the person who will be its contact for all security issues in relation to the Contract. This person may be the same person identified in Clause 3 above;
* In the event of a JV, describe the coordination and distribution of responsibilities among the members;
* *[insert in the event of a* ***highly degraded security context****; otherwise delete]*
	+ Designation:
* of a "security manager" (CV to be provided); **OR**
	+ - of a security service provider (references to be provided), with experience in the region where the Contract will be performed.
 |

4.2 Travel within the country and to the area in question

Depending on the security analysis, special measures may be required to ensure secure travel within the country. These means may include the use of aircraft of national companies or private aircraft, the use of passenger vehicles, or maritime or inland waterways. The Consultant shall describe the resources and measures planned to protect itself against security risks (crime, kidnapping, etc.) during these trips. These provisions may be technical, organizational or human. It shall distinguish between measures concerning protective actions and those concerning forward-looking actions.

The Consultant shall describe the planned transport logistics, including human, technical and organizational resources and mechanisms for monitoring travel. It shall also define its requirements for maintenance management and rules of conduct.

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| **Admissibility requirements:*** Description of modes of travel, physical means of travel and the security measures planned in connection with such journeys;
* Allocation of roles and measures planned for the Consultant itself, for external operators and those expected from the Client and local authorities, identifying each player;
* *[insert in the case of* ***escorts deemed necessary and not covered the******Client****; otherwise delete]* Identification of the service provider responsible for arranging escorts.
 |

* 1. Accommodation during assignments

If the Consultant’s accommodation and security measures are not provided by the Client or the works contractor (in the case of a construction project), the Consultant shall describe the type of accommodation and the measures envisaged to ensure the security of teams (security guards, physical means, etc.).

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| **Admissibility requirements:*** Description of the accommodation selection criteria and security measures planned for each overnight stay;
* Provision of the names and addresses of hotels or accommodation venues planned for overnight stays;
* *[insert in the event of a* ***highly degraded security context****; otherwise delete]* Description of additional protective measures (security, specific accommodation for long-term stays ("panic room", etc.).
 |

4.4 Communication

The Consultant shall implement a communication and exchange process between the various Contract participants, to ensure the reporting of security-related events, and the proper implementation of preventive or corrective measures. It shall describe the means enabling it to ensure effective communication.

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| **Admissibility requirements:*** Description of the planned means of communication and measures taken to ensure their reliability;
* *[insert in the event of a* ***highly degraded security context****; otherwise delete]* Proof of implementation (or quote) of a satellite communication subscription.
 |

1. **Information, awareness-raising and training before departure**

The Consultant shall make arrangements to inform, raise awareness and train its employees prior to departure on assignment. These arrangements shall be in the form of formal communication actions. It shall describe the provisions specifically planned for this Contract, in the form of "service orders" or similar documents.

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| **Admissibility requirements:*** Description of essential instructions provided to employees (welcoming, briefings, updating of instructions booklets, etc.);
* Provision of the list of emergency numbers (local numbers and service providers, repatriation, head office on-call security service) provided for the Contract assignments;
* *[insert in the event of a* ***highly degraded security context****; otherwise delete]* List of possible travel restrictions, modes of transport within cities, forbidden neighborhoods, etc.
 |

1. **Alert management and crisis management**

The Consultant shall prove that it has implemented a crisis management process involving the local organization and its head office. It shall describe the main procedures for the initiation and operation of this process.

For this purpose, the Consultant shall describe the alert process, from the local organization to its head office, and the interaction with the Client.

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| **Admissibility requirements:*** Summary of the crisis management procedure dedicated to security, describing triggers, roles and responsibilities.
 |

1. **Reports**

The Consultant shall prepare [insert: monthly, quarterly, or semi-annual] reports on the implementation of the security measures set out in their methodology. These reports shall aim to demonstrate the actions undertaken by the Consultant in accordance with their methodology and Financial Proposal.

PART TWO

Section VIII – Conditions of Contract and Contract Forms

**CONTRACT FOR**

**CONSULTING SERVICES**

**Project Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.***: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**between**

*[Name of the Client]*

**and**

*[Name of the Consultant]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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I – FORM OF CONTRACT

*[Text in brackets is for guidance and should be deleted in the final text]*

This contract (hereinafter called the "**Contrac**t") is made the *[number]* day of the month of *[month], [year]*, between, on the one hand, *[name of Client]* (hereinafter called the "**Client**") and, on the other hand, *[name of Consultant]* (hereinafter called the "**Consultan**t") hereinafter called “**the Parties**”.

*[****Note****: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the “**Client**”) and, on the other hand, a Joint Venture *[name of the JV] consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract, namely, [name of member]* and *[name of member]* (hereinafter called the “**Consultant**”)."*]*

WHEREAS:

1. The Client has requested the Consultant to provide services as defined in the Terms of Reference specified in **Appendix A** of the Contract (hereinafter called the "**Services**");
2. The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in the Contract;
3. The Client has received *[or has applied for]* financing from Agence Française de Développement ("**AFD**") toward the cost of the Services and intends to apply a portion of this financing to eligible payments under the Contract, it being understood that (i) payments by AFD will be made only at the request of the Client and upon approval by AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and AFD providing for the financing, and (iii) no Party other than the Client shall derive any rights from the agreement or have any claim to the proceeds of the financing.

NOW THEREFORE, the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
2. The General Conditions of Contract, including Attachment 1 (AFD Policy – Prohibited Practices – Environmental and Social Responsibility), and Attachment 2 (Eligibility Criteria).
3. The Special Conditions of Contract.
4. Appendices:
* Appendix A: Terms of Reference;
* Appendix B: Consultant’s Technical Proposal (Including Methodology and Experts, and the Signed Statement of Integrity);
* Appendix C: Contract Price(s);
* Appendix D: Form of Advance Payment Guarantee.

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1, Attachment 2, Appendix A; Appendix B; Appendix C and Appendix D. Any reference to the Contract shall include, where the context permits, a reference to its Appendices.

1. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
2. The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
3. The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed in their respective names as of the day and year first above written:

For and on behalf of *[Name of Client]*

*[Authorized Representative]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative]*

*[****Note****: If the Consultant consists of several legal entities in the form of 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.]*

For and on behalf of each of the members of the Consultant

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[Add signature blocks for each member if all are signing]*

II – GENERAL CONDITIONS OF CONTRACT

|  |
| --- |
| 1. General Provisions
 |
| Definitions | Unless the context otherwise requires, the following terms whenever used in this contract shall have the following meanings:1. "**AFD**" means Agence Française de Développement (AFD).
2. "**Non-Key Expert(s)**" means one or more individual professional(s) provided by the Consultant or its Subcontractor and who is assigned to perform the Services or any part thereof under the Contract.
3. "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
4. "**GCC**" means these General Conditions of Contract.
5. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
6. "**Consultant**" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
7. "**Contract**" means the legally binding written agreement signed by the Client and the Consultant, which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
8. "**Effective Date**" means the date on which the Contract comes into force and effect pursuant to Clause GCC 11.
9. "**Applicable Law**" means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
10. "**Joint Venture (JV)**" means a formal or informal association of more than one Consultant, i) with or without a legal personality distinct from that of its members, ii) in which one member, called the “lead member”, represents all the members of the Joint Venture, and iii) which is jointly and severally liable to the Client for the performance of the Contract.
11. "**Day**" means a calendar day unless indicated otherwise.
12. "**Foreign Currency**" means any currency other than the currency of the Client’s country.
13. "**Local Currency**" means the currency of the Client’s country.
14. "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.
15. "**Expert(s)**" means, collectively, Key Expert(s), Non-Key Expert(s), or any other personnel of the Consultant, Subcontractor or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
16. "**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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s Proposal.
17. "**Services**" means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendices A and B** of the Contract.
18. "**Subcontractors**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
 |
| Relationship between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Subcontractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law governing the Contract | The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| Language | This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | The headings shall not limit, alter or affect the meaning of this Contract. |
| Notices | Any notices required or permitted to be given or made pursuant to the Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the notice is addressed, or when sent to such Party at the address specified in the **SCC**.A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Locations | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client’s country or elsewhere, as the Client may approve. |
| Authority of lead member | In case the Consultant is a Joint Venture, the members hereby authorize the lead member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under the Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**. |
| Prohibited practices and environmental and social responsibility | AFD requires compliance with its policy in regard to prohibited practices, environmental and social responsibility as set forth in **Attachment 1** to the GCC. |
| 1. Commencement, completion, modification and termination of Contract
 |
| Effectiveness of Contract | The Contract shall come into force and effect on the date ("Effective Date") of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions of effectiveness, if any, listed in the **SCC** have been met. |
| Termination of Contract for failure to become effective | If the Contract has not become effective within the period after the date of Contract signature as specified in the SCC, either Party may, after providing not less than twenty two (22) Days’ written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| Expiration of Contract | Unless terminated earlier pursuant to Clause GCC 19 hereof, the Contract shall expire at the end of such period after the Effective Date as specified in the **SCC**. |
| Entire Contract | The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Amendments or Variations | Any amendment or variation of the terms and conditions of the Contract, including any amendment or variation of the scope of the Services, may only be made by written agreement of the Parties. However, each Party shall give due consideration to any Proposals for amendment or variation made by the other Party.The Parties acknowledge that any amendment of the Contract requires AFD’s prior written consent. |
| Force Majeure | Definition:For the purposes of the Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or natural disasters, confiscation or any other action by government agencies.The following do not constitute cases of Force Majeure: (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the Contract, and avoid or overcome in the performance of its contractual obligations.Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.Non-breach of Contract:The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from a case of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.Measures to be taken:A Party affected by a case of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any case of Force Majeure.A Party affected by a case of Force Majeure shall notify the other Party of such an event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.During the period of their inability to perform the Services as a result of a case of Force Majeure, the Consultant, upon instructions by the Client, shall either:cease its activities and demobilize, in which case the Consultant shall be reimbursed for any additional costs it may have reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; orcease the performance of the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for the additional costs reasonably and necessarily incurred.In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49. |
| Suspension | The Client may stop all payments to the Consultant by sending a letter notifying suspension of payment if the Consultant fails to perform its contractual obligations, including the provision of the Services. Such a letter of notification of suspension shall (i) specify the nature of the breach and (ii) request the Consultant to explain the reason for the breach and then seek to remedy it within a period not exceeding thirty (30) Days after receipt of the notification of suspension by the Consultant. |
| Termination | The Contract may be terminated by either Party under the conditions set out below:By the ClientThe Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) Days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) Days’ written notice in case of the event referred to in (e); and at least five (5) Days’ written notice in case of the event referred to in (f):1. if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
2. if the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
3. if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Subclause GCC 49.1;
4. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
5. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
6. if the Consultant fails to confirm the availability of the Key Expert, pursuant to Clause 13 above.

Furthermore, if the Client determines that the Consultant has engaged in prohibited practices (as described in Attachment 1 of this Contract) or was ineligible (as described in Attachment 2 of this Contract) when obtaining or performing the Contract, then the Client is entitled, after giving fourteen (14) Days’ written notice to the Consultant, to terminate the Consultant's employment under the Contract.By the ConsultantThe Consultant may terminate this Contract, by providing not less than thirty (30) Days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) hereafter:1. if the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Subclause GCC 49.1 hereafter within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue;
2. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
3. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1; or
4. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) Days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach.

Cessation of rights and obligations:Upon termination of the Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of the Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.Cessation of Services:Upon termination of the Contract by notice of either Party to the other pursuant to Subclauses GCC 19.1 or GCC 19.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.Payment upon termination:Upon termination of the Contract, the Client shall make the following payments to the Consultant:1. in the case of a unit-price (time-based) Contract (or part of a Contract), the remuneration due in respect of Services performed up to the date of termination, and other expenses actually incurred prior to such date, in accordance with the provisions of Clause 42 hereafter;
2. in the case of a lump-sum Contract (or part of a Contract), the amounts defined in Appendix C corresponding to deliverables that have been deemed acceptable by the Client up to the termination date, and a percentage of the amounts defined in Appendix C corresponding to deliverables that have not been validated by the Client but that the Consultant has begun to prepare in accordance with the Contract, provided that such non-finalized deliverables are usable even partially by the Client;
3. reimbursable expenses actually incurred up to the termination date, in accordance with the Contract; and
4. in the case of termination pursuant to paragraphs (d) and (e) of Subclause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Experts.
 |
| 1. Obligations of the Consultant
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| General | Standards of performance:The Consultant shall perform the Services and fulfill its obligations diligently, efficiently and economically in accordance with best professional practices; practice sound management; use appropriate state-of-the-art techniques and safe and efficient equipment, machinery, materials and processes; and take additional measures to manage cybersecurity risks related to the Contract if provided for in the **SCC**. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with third parties.The Consultant shall employ and provide such qualified and experienced Experts and Subcontractors as are required to carry out the Services.The Consultant may subcontract a portion of the Services to an extent and with such Key Experts and Subcontractors as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services.Law applicable to Services:The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and do everything in its power to ensure that its Subcontractors and Experts comply with the Applicable Law.Throughout the execution of the Contract, the Consultant shall comply with the regulatory bans on importing goods and services into the Client’s country.The Client shall notify the Consultant in writing of relevant local customs that it must respect. |
| Conflict of interests | The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and shall strictly avoid any conflict of interest with other assignments or with its own interests.Commissions, discounts, etc.:the payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with the Contract and, subject to Subclause GCC 21.1.3, the Consultant shall not accept, for its own benefit, any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subcontractors, as well as Experts and agents of either of them, shall not receive any such additional payment.Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the Consultant shall comply with the procurement rules applicable to the Client, including, if applicable, the application of a financial institution’s directives, and shall, at all times, fulfill its responsibilities in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be credited to the Client.Non-participation of the Consultant and its affiliates in certain activities:the Consultant agrees that, during the term of this Contract and thereafter, the Consultant and any entity affiliated with the Consultant, as well as any Subcontractor (excluding Key Expert) and any entity affiliated with such Subcontractors, may be excluded from the supply of goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project. Prohibition of conflicting activities:The Consultant and, under its responsibility, its Experts and Subcontractors, shall not engage, either directly or indirectly, in any business or professional activities likely to conflict with the activities assigned to them under the Contract.Strict duty to disclose conflicting activities:The Consultant and, under its responsibility, its Experts and Subcontractors, shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of the Contract. |
| Confidentiality | Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time disclose, to any person or entity, any confidential information acquired in the course of the Services, nor any recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under the Contract shall be as determined under the Applicable Law. |
| Insurance to be taken out by the Consultant | The Consultant (i) shall take out and maintain insurance, and shall cause any Subcontractors to take out and maintain insurance, at its (or the Subcontractors', as the case may be) own expense, in accordance with the terms and conditions approved by the Client, against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client’s request, shall provide the latter with proof that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall take out such insurance before commencing the Services as stated in Clause GCC 13. |
| Accounting, inspection and auditing | The Consultant shall systematically keep up-to-date the accounting and documentation relating to the Services, in accordance with generally accepted accounting principles, and in a sufficiently detailed form to enable the clear identification of all expenditures and costs, and the basis on which they have been calculated; it shall also ensure that its subcontractors act in the same manner.The Consultant shall permit and shall cause its Subcontractors to permit, AFD and/or persons appointed by AFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by AFD if requested by AFD. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of AFD’s inspection and audit rights provided for under this Subclause GCC 25.2 constitute a prohibited practice subject to Contract termination. |
| Reporting obligations | The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights for documents prepared by the Consultant | Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use them for purposes unrelated to this Contract without obtaining the prior written approval of the Client.If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| Equipment, vehicles and materials | Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of the Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |
| 1. Consultant's Experts and Subcontractors
 |
| Description of Key Experts | The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20.1, adjustments with respect to the estimated duration of Key Experts’ involvement set forth in **Appendix B** may be made by the Consultant by notifying the Client in writing, provided (i) that such adjustments do not significantly alter the original estimates of the involvement of any individual Expert; and (ii) that the sum total of such adjustments do not exceed the upper limits set forth in Subclause GCC 41.1.In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under the Contract exceed the ceilings set forth in Subclause GCC 41.1, the Parties shall sign a Contract amendment. |
| Replacement of Key Experts | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall provide an Expert with equivalent or better qualifications as a replacement, at the same rate of remuneration. |
| Approval of additional Key Experts | If during performance of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) Days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.In case of a unit price (time-based) Contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Expert positions requiring similar qualifications and experience. |
| Removal of Experts or Subcontractors | If the Client finds that any Expert or Subcontractor:performs his/her duties incompetently or negligently;persistently engages in wrongful or reckless conduct;fails to comply with any of the Contract provisions; persists in any conduct that is prejudicial to safety, health, or the protection of the environment;on the basis of reasonable evidence, has engaged in prohibited practices (as described in Attachment 1 of this Contract) or is in a situation of ineligibility (as described in Attachment 2 of this Agreement), during the performance of the Services; then the Consultant shall, at the Client’s written request, immediately provide a replacement.In the event of the Client finding any of the Experts or Subcontractors to be incompetent or incapable of discharging the assigned duties, the Client, specifying the grounds therefor, may ask the Consultant to provide a replacement.Any replacement Expert or Subcontractor shall possess equivalent or better qualifications and experience than the replaced Expert, and must be acceptable to the Client.The Consultant shall pay all costs arising from such removal and/or replacement.  |
| Replacement/ Removal of Experts – impact on payments | In case of unit price (time-based) Contract, unless otherwise agreed by the Client, (i) the Consultant shall bear all additional travel and other costs arising from or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.In case of a lump-sum Contract, the Consultant shall bear all costs arising from or incidental to any removal and/or replacement of such Experts. |
| Working hours, overtime, leave, etc. (time-based Contract only) | Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client’s country, Experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services in such number of Days specified in **Appendix A** before their arrival in, or after their departure from, the Client’s country.The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant’s remuneration shall be deemed to cover these items.Any absences of the Experts shall be subject to the prior approval of the Consultant who will ensure that absence for leave purposes will not delay the progress and or impact the adequate supervision of the Services. |
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| 1. Obligations of the Client
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| Assistance and exemptions | Unless otherwise specified in the **SCC**, the Client shall do everything in its power to:1. assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services;
2. assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract;
3. facilitate prompt customs clearance of any property required for the Services and of the personal effects of the Experts and their eligible dependents;
4. issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services;
5. assist the Consultant and the Experts and any Subcontractors employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a legal entity in the Client’s country according to the Applicable Law in the Client’s country;
6. Assist the Consultant, any Subcontractors and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law in the Client’s country, of bringing into the Client’s country reasonable amounts of Foreign Currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services;
7. Provide to the Consultant any such other assistance as may be specified in the **SCC**.
 |
| Access to the Project site | The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage unless such damage is caused by the willful failure or negligence of the Consultant or any Subcontractors or the Experts. |
| Change in the applicable Law related to taxes and duties | If, after the Contract signature date, there is any change in the Applicable Law in the Client’s country with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under the Contract shall be increased or decreased accordingly, and corresponding adjustments shall be made to the upper limits specified in Subclause GCC 41.1. |
| Services, facilities and property of the Client | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the dates and in the manner specified in the above mentioned Appendix A.If such services, facilities and property are not made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any additional time that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41. |
| Counterpart personnel | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel to be selected by the Client with the Consultant’s advice, if specified in **Appendix A**.If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| Payment obligation | In consideration of the Services performed by the Consultant under the Contract, the Client shall make such payments to the Consultant and in such manner as provided by GCC F below. |
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| 1. Payment to the Consultant
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| Ceiling amount (time-based) and price of the Contract (lump-sum) | In the case of a unit-price or time-based Contract (or part of a Contract), an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments made under the Contract (or the part of the Contract concerned) shall not exceed the upper limits in foreign Currency and in local currency specified in the **SCC**. For any payments in excess of the upper limits, an amendment to the Contract shall be signed by the Parties referring to the provision of the Contract that evokes such amendment.In the case of a lump-sum Contract (or part of the Contract), the price of the Contract (or of the part of the Contract concerned) price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
|  | If the Contract price shown in Appendix C includes one or more provisional sums, these are described in the **SCC**. This includes their activation and remuneration procedures. |
| Remuneration and other expenses (unit price, time-based only) | The Client shall pay to the Consultant (i) remuneration to be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses that are actually and reasonably incurred by the Consultant in the performance of the Services and as planned in Annex C. All payments shall be at the rates set forth in **Appendix C**.Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as the social charges and overheads (bonuses or other means of profit-sharing shall not be permitted in the calculation of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in **Appendix B**, (iii) the Consultant’s profit, and (iv) any other cost unless otherwise specified in the **SCC**. |
| Taxes and duties | The Consultant, Subcontractors‑and Personnel shall pay all taxes, duties, fees, and other fiscal charges imposed under the Contract and to which they are subject.As an exception to the above and as stated in the **SCC**, certain taxes, duties, fees and other fiscal charges for which the Consultant is liable shall be reimbursed to the Consultant or paid by the Client on behalf of the Consultant. |
| Currency of payment | Any payment under the Contract shall be made in the currency/currencies of the Contract. |
| Mode of billing and payment | Billings and payments in respect of the Services shall be made as follows:1. *Advance payment*: within the period specified in the **SCC**, the Client shall pay the Consultant an advance payment as specified in the **SCC.** Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee must (i) remain effective until the advance payment has been fully reimbursed, and (ii) be in the form set forth in **Appendix D**, or in any other form approved by the Client in writing. The advance payments will be recovered by the Client in installments as specified in the **SCC** until the said advance payments have been fully reimbursed.
2. *Itemized invoices (unit price – time-based)*: as soon as practicable and not later than fifteen (15) Days after the end of each calendar month during the period of the Services, or after the end of each time period otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by receipts or other appropriate supporting documents, for the amounts payable pursuant to Clauses GCC 44 and GCC 45 for the months or for any other periods indicated in the **SCC**. Separate itemized statements shall be submitted for expenses incurred in foreign currency and in local currency. Each itemized statement shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant’s monthly itemized statements within sixty (60) Days from the receipt by the Client of such itemized statements and of the supporting documents. Only such portion of an invoice that is not satisfactorily justified by supporting documents may be withheld from payment. If any payments made do not correspond to authorized expenses, the Client may make adjustments at the time of subsequent payments.
3. *Lump-sum installment payments*: the Client shall pay the Consultant within sixty (60) Days after the receipt by the Client of the deliverable(s) and the cover invoice for the corresponding lump-sum installment payment, as specified in the **SCC**. The payment will be withheld if the Client does not approve the submitted deliverable(s), in which case the Client shall provide comments to the Consultant within the same sixty (60)-Day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
4. *Final payment*: the final payment under this Clause shall be made only after the submission by the Consultant, and approval by the Client, of the final report, entitled "Final Report" and the final itemized statement, entitled "Final Itemized Statement". The Services shall be deemed completed and finally accepted by the Client, and the final report and final invoice shall be deemed approved by the Client, ninety (90) Days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90)-Day period, notifies the Consultant in writing about deficiencies in the performance of the Services identified in the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above-mentioned procedure.
5. All payments under the Contract shall be made to the Consultant’s accounts specified in the **SCC**.
6. With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
 |
| Interest on delayed payments and penalties | *Interest on delayed payments*: if the Client fails to settle the sums due to the Consultant within fifteen (15) Days after the due date stated in Subclause GCC 45.1 (b) or (c), interest shall be paid to the Consultant for each Day of delayed payment, at the annual rate stated in the **SCC**.*Damages:* if the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply the penalties stated in the **SCC**. The maximum amount of the damages shall not exceed 10% of the Contract amount |
| 1. Fairness and Good Faith
 |
| Good faith | The Parties undertake to act in good faith with respect to each other’s rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract. |
| 1. Settlement of Disputes
 |
| Amicable settlement | The Parties shall do everything in their power to settle amicably any disputes that may arise from the interpretation or performance of the provisions of the Contract.If either Party objects to any action or inaction of the other Party, the objecting Party may send a written Notice of Dispute to the other Party providing all necessary details of the basis of the dispute. The Party receiving the Notice of Dispute shall consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) Days, or if the dispute cannot be amicably settled within fourteen (14) Days from the response of that Party, Subclause GCC 49.1 shall apply. |
| Mediation | Failing an amicable settlement confirmed as satisfactory by both Parties within three months of the written notification referred to in Clause 48, the Parties may – by mutual agreement – attempt to settle the dispute by mediation in accordance with the provisions of the **SCC** before initiating arbitration proceedings. Notwithstanding the foregoing, the Parties may decide by mutual agreement to commence the mediation procedure without delay. Unless the Parties agree otherwise within a period of 14 Days from the confirmation by both Parties of the initiation of a mediation procedure, either Party may request the appointment of the mediator by the institution designated in the **SCC**.The mediation procedure shall begin no later than 21 days from the appointment of the mediator. The mediation procedure shall be carried out in accordance with the procedure chosen by the appointed mediator.Negotiations and discussions held during mediation will be treated as confidential.If the dispute is not settled within 3 months of the appointment of the mediator, or within any extension of this period agreed by both Parties, the dispute will be settled by arbitration in accordance with the **SCC**. |
| 1. Consultant's Environmental, Social, Health and Safety (ESHS) obligations
 |
| Working conditions | The Consultant shall provide the Personnel with decent working conditions in accordance with the regulations in force in the country of execution of the Contract, and with the fundamental conventions of the International Labour Organization (ILO). This includes employee rights relating to wages, working hours, rest and vacations, overtime, minimum age, regular payments, compensation and benefits, support for parenthood, and actions to improve the work-life balance. The Consultant shall ensure equal pay for men and women for personnel performing the same work or work of equal value. The Consultant shall respect and facilitate the rights of Experts to organize, and shall provide a complaint-management mechanism for direct or indirect workers in accordance with Clauses 55 and 57 of GCC. The Contractor shall implement non-discrimination and equal opportunity practices in accordance with Clause 56 of GCC, and ensure the prohibition of child or forced labor in accordance with Clauses 53 and 54 of GCC. |
| Health and Safety | The Consultant must:1. comply with all applicable health and safety regulations and Laws;
2. comply with all applicable health and safety obligations specified in the Contract;
3. provide or ensure the provision of health and safety training for Experts, as appropriate, and maintain training records;
4. implement workplace processes enabling Experts to report work situations that they deem to be unsafe or unhealthy, and to withdraw from work situations which they have reasonable grounds for believing pose an imminent and serious risk to their life or health;
5. Experts who withdraw from such work situations shall not be required to return to work until the remedial measures required to correct the situation have been taken. Experts shall not be subject to reprisals or negative actions for such reporting or withdrawal, or be subject to any other retaliatory action;
6. establish and implement a system for regular (not less than six-monthly) reviews of health, safety and the working environment.
 |
| Code of Conduct | The Consultant shall have an ESHS Code of Conduct for the Experts. The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct, including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. In particular, these measures must take the form of instructions and clear documentation provided to the Personnel, who must have formally acknowledged receipt of these instructions and/or documentation, as the case may be. |
| Forced labor | The Consultant, including its Subcontractors, shall not have recourse to forced labor. Forced labor is any work or service not performed voluntarily, which is required of any person under the threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as bonded labor, forced labor, or other similar arrangements designed to force a person to work. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receipt of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| Child labor | The Consultant, including its Subcontractors, shall not employ nor cause any child to work under the age of 14 years, or under the minimum age in force in the country of employment if the applicable legislation specifies a higher age (minimum age). The Consultant, including its Subcontractors, shall not employ nor cause any child between the minimum age and the age of 18 to work in a manner that is likely to be hazardous, to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.The Consultant, including its Subcontractors, shall only employ or cause children between the minimum age and the age of 18 to work after an appropriate assessment of the risks has been carried out by the Consultant. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or psychological state of children. Work considered hazardous for children includes work:likely to expose them to physical, psychological or sexual abuse;underground, underwater, at height or in confined spaces;with dangerous machinery, equipment or tools, or involving handling or the transportation of heavy loads;in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; orunder difficult conditions such as working for long hours, during the night or in confinement on the employer’s premises. |
| Workers’ Organizations | In countries where the applicable labor laws recognize workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws strongly restrict workers’ organizations, the Consultant must enable its Experts to express their grievances and protect their rights relating to working conditions and terms of employment by alternative means. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against any of its Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms.  |
| Non-discrimination and equal opportunities | The Consultant must not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to the inherent requirements for the post. The Consultant shall base the hiring of its Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including hiring and employment, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance designed to remedy past discrimination, or selection for a particular job based on the inherent requirements for the post shall not be deemed discriminatory. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 54). |
| Complaint-management mechanism  | The Consultant shall implement a complaint management mechanism for Experts, and, where relevant, the workers’ organizations stated in Clause GCC 55, in order to raise concerns in the workplace. The complaint management mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. This mechanism shall address concerns promptly, based on an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Experts shall be informed of the complaint management mechanism at the time of their engagement for the Contract, and of the measures put in place to protect them against any reprisal for its use. Measures shall be put in place to make the complaint mechanism easily accessible to all Experts. The complaint management mechanism shall not impede access to other judicial or administrative remedies that might be available, nor replace the complaint settlement mechanisms provided for by collective agreements.The complaint management mechanism may be based on the use of existing complaint management mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to Experts. Existing complaint management mechanisms may be supplemented as needed with Contract-specific arrangements. |
| Training for Experts | The Consultant shall provide appropriate training to the relevant Experts on ESHS aspects of the Contract, including appropriate awareness-raising measures on the prohibition of sexual exploitation, abuse and harassment, and health and safety training as set out in Clause GCC 51.As required under the Contract, the Consultant shall also enable the relevant Experts to receive training on the ESHS aspects of the Contract by the Client’s Experts, Subcontractors and other members of its Joint Venture, if applicable.The Consultant shall provide training on sexual exploitation, abuse and harassment, including their prevention, to any of its Experts who are responsible for supervising other Experts. |

ATTACHMENT 1: AFD Policy ‑ Prohibited Practices ‑
Environmental and Social Responsibility

*[The content of this Attachment 1 depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, the Contracting Authority will select the content of OPTION A and remove OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A. ]*

*[****OPTION A – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

 *(Otherwise, delete this section and keep only OPTION B below)*

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD‑financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

AFD 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:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

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

1. Corruption of a Public Officer means:
* The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person[[52]](#footnote-53) or entity, for such Public Officer to act or refrain from acting in his official capacity; or
* The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
1. A Public Officer shall be construed as meaning:
* Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
* Any other natural Person who performs a public function, including for a State institution or a State‑owned company, or who provides a public service;
* Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
1. Corruption of a Private Person[[53]](#footnote-54) means:
* The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
* The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
1. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
2. Anti‑competitive practices mean:
* Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
* Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
* Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.
1. **Environmental and Social Responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD‑financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

*End of OPTION A]*

*[****OPTION B – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2024 or later.***

 *(Otherwise, delete this section and keep only OPTION A above)*

* + - 1. **Prohibited Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, reffering to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”[[54]](#footnote-55) available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”[[55]](#footnote-56).

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person[[56]](#footnote-57) or any of its subcontractors, Directors[[57]](#footnote-58), employees or agents (be it declared or not), may not be awarded an AFD‑financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD‑financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, innncluding the inspection of their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

* By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
* By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

## **Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

1. Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the contract.
2. Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the contract.
3. Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
4. Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
5. Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the contract.

*End of OPTION B]*

ATTACHMENT 2: Eligibility Criteria

**Eligibility in AFD‑Financed Procurement**

*[The content of this Attachement 2 depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, the Contracting Authority will select the content of OPTION A and remove OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A. ]*

*[****OPTION A – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

 *(Otherwise, delete this section and keep only OPTION B below)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons[[58]](#footnote-59) (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD‑financed contract if, on the date of submission of an application, a bid or a proposal, or on the 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 the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

2.2 Have been:

1. convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
3. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD‑financed contract;

2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 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 dispute resolution is still pending or has not confirmed a full settlement against them;

2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the 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 AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD 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.

*End of OPTION A]*

*[****OPTION B – Version to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2024 or later.***

*(Otherwise, delete this section and keep only OPTION A above)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. A Person[[59]](#footnote-60) may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors[[60]](#footnote-61), employees or agents (be it declared or not):
	1. Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
	2. Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[61]](#footnote-62) having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
3. Prohibited Practices[[62]](#footnote-63), or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
4. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
5. Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
	1. Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
	2. Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.[[63]](#footnote-64) In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
	3. Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
	4. Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. In addition, a Person may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:

3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;

3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;

3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.

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 AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD 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.

*End of OPTION B]*

III – SPECIAL CONDITIONS OF CONTRACT

| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| --- | --- |
| **1.1(a) and 3.1:Applicable Law** | **The Contract shall be construed in accordance with the law of**: *[insert country name].**[****Note****: AFD-financed Contracts normally designate the law of the Client’s country as the law governing the Contract. However, the Parties may designate the law of another country.]* |
| **1.1(q):Services** | *[In the case of a conditional phase, specify the content of this phase.]* |
| **4.1:Language** | **The language is English.** |
| **6.1 and 6.2:Notices** | **The addresses are:**Client:  For the attention of: Fax: Email (where permitted): Consultant:  For the attention of: Fax: Email (where permitted):  |
| **8.1:Authority of the representative of the Joint Venture** | *[****Note****: [If the Consultant consists only of one entity, state: "Not applicable";**[OR]**If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Subclause SCC 6.1 should be inserted here.]***The Lead Member on behalf of the JV is:**  *[insert name of the member]* |
| **9.1:Authorized representatives** | **The Authorized Representatives are**:For the Client:  *[name, title]*For the Consultant:  *[name, title]* |
| **11.1:Effectiveness of Contract** | *[If there are no specific conditions for the entry into force of the Contract, insert "***The Contract shall enter into force on the date of its signature. There is no other condition of entry into force.*"****OR**Indicate here the conditions of entry into force of the Contract, if applicable, such as obtaining financing, payment to the Consultant of the advance against provision of the advance payment guarantee, presentation of a professional liability insurance certificate, etc.:***The conditions of entry into force are as follows**: \_\_\_\_ *[insert the conditions]* |
| **12.1:Termination of Contract for failure to become effective** | *[If conditions of entry into force are established under Subclause 11.1 above, specify:* **The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert period, e.g., four months]*. *Otherwise state:* **Clause not applicable.]** |
| **13.1:Commencement of Services** | *[insert* Contract signature date *OR* (Date) *OR specify* (number of Days) after signature of the Contract*.]**[In the case of a conditional phase, insert:]*The condition to initiate the conditional phase is: *[insert condition, which must be external to the Client and Consultant].*The deadline for initiating the conditional phase is: *[insert date, which may be relative, such as one month before the submission of the final report for the firm phase].**[In the case of an optional phase, insert:]*The deadline for initiating the optional phase by the Client is: *[insert date, which may be relative, such as one month before the scheduled submission date for the final report for the firm phase].* |
| **14.1:Expiration of Contract** | **The term of the Contract shall be**: *[insert term, e.g., twelve months.]* |
| **18.2:Suspension or termination on the grounds of the security of the Consultant's Experts** | **This Clause is applicable if and only if Terms of Reference – Security are included in the Contract.**If the Consultant considers that there is a serious and imminent threat to the physical integrity of its Experts, in connection with the performance of the Contract, it shall have full discretion to decide, without prior notice, to demobilize its Experts from the area in which the Contract is performed and/or the dangerous area, and may immediately suspend the performance of the Contract, in whole or in part. The Consultant shall promptly inform the Client thereof.The Consultant shall, within a maximum period of seven (7) Days of its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilization.If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) Days.Except in the event of a dispute, the Client shall reimburse, within a reasonable period, the direct costs resulting from such suspension, demobilization and/or remobilization of the Consultant's Experts, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed by the Parties.The Consultant shall continue to fulfill its obligations under the Contract to the fullest extent possible and shall take all reasonable measures to mitigate the consequences of any demobilization and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services.In the event of the resumption of the Services, the term thereof shall be extended by an amendment in accordance with Clause 16 above, for a period equivalent to the duration of the suspension.If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party under Subclauses 19.1.1(d) or 19.2(b). In such case, Subclause 19.5(b) shall apply. |
| **20.1 Standards of performance** | [include the following if the Contract poses potential or actual cyber security risks:*The Consultant, including its Subcontractors/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Subcontractors/ suppliers/service providers, shall make every reasonable effort to establish, maintain, implement and comply with reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract].**[Otherwise state "Not applicable"]* |
| **20.2:Law applicable to Services** | The Consultant undertakes to meet the AFD's eligibility criteria as listed under **Attachment 2** of the General Conditions of Contract. This undertaking also applies to the Experts and Subcontractors. This undertaking applies to all Experts and Subcontractors. |
| **20.3: Permanent establishment** |  In the event of a legal or regulatory obligation for the Consultant to have a permanent establishment in the Client’s country for the performance of the Contract, the Consultant shall provide the Client with proof of its existence, or at least proof of the commencement of the process of creating or registering such a permanent establishment in the Client’s country, and the legal relationship with the Consultant, within thirty (30) Days of the signature of the Contract. At the end of the creation or registration process, the Consultant shall provide the Client with proof of the existence of such a permanent establishment.The Consultant shall be authorized, during the performance of the Contract, if so required by the legal constraints or local regulations, to create or modify the existing Joint Venture, by integrating an existing local subsidiary or one that has been recently created by the Consultant (or by one of the members of the Joint Venture), without additional cost for the Client. An amendment to the Contract shall be drawn up to formalize these actions. |
| **23.1:Liability of the Consultant** | **No additional provisions.***[OR]*The following limitation of the Consultant’s liability toward the Client can be subject negotiation when the Contract is finalized:Limitation of the Consultant’s liability toward the Client: 1. Except in cases where the damage or loss results from the gross negligence or willful misconduct of the Consultant or any person or firm operating on behalf of the Consultant in the performance of the Services, the Consultant shall not be liable to the Client for any damage caused by the Consultant to the Client’s property:
2. For any indirect or consequential loss or damage; and
3. For any direct loss or damage that exceeds *[insert a multiplier, e.g., one, two or three]* times the total Contract amount.
4. This limitation of liability shall not:
5. cover the Consultant's liability for damages caused to Third Parties by the Consultant or any other person or firm acting on behalf of the Consultant in the performance of the Services;
6. be construed as providing the Consultant with any limitation of or exclusion from liability that may be prohibited by the Applicable Law.
 |
| **24.1:Insurance to be taken out by the Consultant** | **At the very least, risk insurance coverage must comply with the provisions of Applicable Law. In addition, the insurance must cover the following:***[Note: [Delete what is not applicable except (a)].*1. Professional liability insurance, with minimum coverage of *[insert amount (and currency) which should be not less than the total Contract amount]*;
2. Third-party insurance for motorized vehicles used by the Consultant, Subcontractors and their Experts, in the Client's country, for a minimum coverage of *[insert amount and currency];*
3. Third-party liability insurance with minimum coverage of *[insert amount and currency]*;
4. Workers’ compensation insurance covering the Consultant's Experts and their Subcontractors, in accordance with Applicable Law, and life, health, travel or other insurance.
5. Insurance covering loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents drawn up by the Consultant in the performance of the Services.
 |
| **27.1:Proprietary rights for documents drawn up by the Consultant** | *[****Note****: If applicable, insert any exceptions to proprietary rights for documents: ]* |
| **27.2:** | *[****Note****: If there is to be no restriction on the future use of these documents by either Party, this Subclause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:]*The Consultant shall not use these *[insert the applicable provision: documents and/or software]* for purposes unrelated to the Contract, without the Client’s prior written authorization.*[OR]*The Client shall not use these *[insert the applicable provision: documents and/or software]* for purposes unrelated to the Contract without the Consultant’s prior written authorization.*[OR]*Neither Party shall use these *[insert the applicable provision: documents and/or software]* for purposes unrelated to the Contract without the other Party's prior written authorization. |
| **35.1 (a) through (f):Assistance and exemptions** | *[****Note****: List here any changes or additions to Subclause GCC 35.1. If there are no such changes or additions, delete this Subclause SCC 35.1.]* |
| **35.1 (g):** | *[****Note****: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Subclause SCC 35.1(g).]* |
| **41:Ceiling amount (time-based) or Contract price (lump-sum)** | **The Contract is: *[a lump-sum price Contract OR a unit-price (time-based) Contract]****[If the Contract is divided into different components, it may be possible to specify a different type of Contract for each component.]**[In time-based Contracts the Consultant provides services on a time-spent basis according to quality specifications, and the Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed-upon unit rates for the Consultant’s Experts multiplied by the actual time spent by the Experts in performing the Services, and (ii) expenses incurred, based on an agreed unit lump sum amount or at actual cost. A Contract remunerated on a time-spent basis must be closely monitored and managed by the Client, who in this way will ensure smooth running of the Services on a daily basis.**In lump-sum Contracts, payments are linked to results provided, such as reports, drawings, bills of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a clearly defined service, and payments are due on specified results. Nevertheless, quality control of the Consultant’s outputs by the Client is paramount.]***The Contract price (lump-sum) or the ceiling (time-based) is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency] [indicate:* ***inclusive*** *or* ***exclusive****]* **of local indirect taxes**.*[In the case of a conditional phase; indicate separately the amount of the firm phase and conditional phase.]***The amount of local indirect taxes and duties due under the Contract for the Services provided by the Consultant will be**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert the amount resulting from negotiations with the Consultant on the basis of the estimate provided by the Consultant in the FIN Form‑*2 *of its financial Proposal]*. |
| **41.3 Provisional sums** | **The Contract provides for the possibility of using provisional sum, as specified in Appendix C.** *[Delete where necessary. If applicable, specify below for each provisional sum:** *the intended purpose*
* *the eligibility criterion/criteria for the use of the provisional sum by the Consultant*
* *the maximum amount that can be used*
* *the method of payment of the provisional sum, with reference to the contractual conditions set out in Clause 42 of the GCC.]*
 |
| **42.1:Remuneration and other expenses (unit price, time-based only)** | One working (billable) day shall be not less than eight (8) working (billable) hours.When the renumeration is based on a monthly unit price, and yet the Expert had only worked for a portion of the month, the amount due to the Consultant will be calculated as the monthly unit price multiplied by the total number of days worked in that month (excluding weekends and public holidays), and divided by twenty-two (22). Renumeration for working the entire month cannot exceed the monthly unit price.The following expenses shall be reimbursed on the basis of the actual cost based on receipts: *[insert the list of expenses paid at actual cost based on supporting documentation in compliance with form FIN-4 of the Consultant’s Proposal; delete if each expense is paid on the basis of a lump sum]*Budget lines for Other expenses ***[are / are not]*** fungible. *[choose "are fungible" for ease of management]. The total amount of “Other expenses” paid to the Consultant shall not exceed the total amount of Other expenses stated on Form FIN-4].* |
| **42.3:** | **Price adjustment on the remuneration** *[insert* "**applies**" *or* "**does not apply**"*]*.*[****Note****: If the Contract term is less than 12 months, the prices do not necessarily need to be adjusted. To be completed here in accordance with Bid Data Sheet 16.2, Section II.**If the Contract term is more than 12 months, a price adjustment provision will need to be included here. This adjustment should be made every 12 months after the Contract signature date for remuneration in Foreign Currency and for remuneration in Local Currency, unless the rate of inflation in the Client’s country is very high, in which case more frequent adjustments should be provided for. Remuneration in Foreign Currency will be adjusted using the relevant wage index in the country in which the consultant incurs the expenses (often that of the Foreign Currency; otherwise, correct the relevant index by the exchange rate over the same period between the currency of the country in which the consultant incurs the expenses and the Foreign Currency); remuneration in Local Currency will be adjusted using the corresponding index for the Client's country. A sample provision is provided below for guidance:]*Payments for remuneration made in *[Foreign and/or Local]* currency shall be adjusted as follows:1. Remuneration paid in Foreign Currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (with the first adjustment applying to the remuneration of the thirteenth calendar month after the Contract signature date) by applying the following formula:

*[choose this formula:*$$R\_{f}=R\_{fo} × \frac{I\_{f}}{I\_{fo}} $$*or this one:]*$$ R\_{f}=R\_{fo}×\left[0.1+0.9\frac{I\_{f}}{I\_{fo}}\right]$$Where:* $R\_{f}$ is the adjusted remuneration,
* $R\_{fo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in Foreign Currency,
* $I\_{f}$ is the value of the official wage index *[specify here the name, source and any information needed to identify the index based on the data in the financial Proposal Submission Form]* for the month in question, and
* $I\_{fo}$ is the value of the same index for the month of the submission of the Proposal.

In cases where the currency of the official wage index specified above is not the applicable currency of payment, each index value will be converted into the applicable currency of payment on the basis of the selling rate of the index currency in the applicable currency of payment, established by the central bank of the Country, on the aforementioned date on which the index must be applicable. 1. Remuneration paid in Local Currency pursuant to the rates set forth in **Appendix C** shall be adjusted every *[insert number]* months, starting from the *[insert ordinal number]* calendar month after the Contract signature date, by applying the following formula:

*[choose this formula:*$$R\_{l}=R\_{lo} × \frac{I\_{l}}{I\_{lo}} $$*or this one:]*$$R\_{l}=R\_{lo}×\left[0.1+0.9\frac{I\_{l}}{I\_{lo}}\right]$$Where:* $R\_{l}$ is the adjusted remuneration,
* $R\_{lo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in Local Currency,
* $I\_{l}$ is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and
* $I\_{lo}$ is the official index for salaries in the Client’s country for the month of the date of the Contract.

The Client shall state the name, source and any information required to identify the official wage index $I\_{f}$ and $I\_{fo}$ in the above-mentioned formula: *[Insert name, source and any information required to identify the official wage index].* |
| **43.1 & 43.2:Taxes and duties** | Payment of the taxes, duties and fees applicable to the Contract is specified in the table below.*[Select the applicable options. This table and the characteristics of any exemptions obtained must be drawn up in accordance with Subclause ITC 16.3.]*

|  |  |  |
| --- | --- | --- |
| **Applicable taxes, duties and fees** | **Rate (percentage)** | Payment Term  |
| a) Exemption from payment | b) Payment by the Consultant | c) Direct payment by the Client on behalf of the Consultant |
| **PART 1: Local taxes applicable to the Contract.***[NB: grayed-out boxes stating “N/A” cannot be used. You must use one of the other boxes on each line.]* |
| **Value Added Tax (VAT) or equivalent in the Client’s country**  |
| Invoices from a Consultant/Joint Venture member based in the Client’s country | ... % | *[yes/no]* | *[yes/no]* | N/A |
| Invoices from the Consultant/Joint Venture member based outside the Client’s country | ...% | *[yes/no]* | N/A | *[yes/no]* |
| **Withholding tax in the Client’s country on the invoices of a Consultant based outside the Client’s country** |
| Invoices from a Consultant/Joint Venture member based outside the Client’s country | ... % | *[yes/no]* | N/A | *[yes/no]* |
| **Contract(1) registration fees in the Client's country** |
| Contract registration fees | ... % | *[yes/no]* | *[yes/no]* | *[yes/no]* |
| **Customs duties in the Client’s country** |
| Customs duties relating to equipment, materials and supplies imported and paid for in the performance of the Services, and considered as the property of the Client | (2) | *[yes/no]* | *[yes/no]* | *[yes/no]* |
| **PART 2: Other applicable taxes, duties and fees** |
| All other applicable taxes, duties and fees*[List where necessary]* | …% | *[yes/no]* | *[yes/no]* | *[yes/no]* |

In the event of direct payment of one or more taxes, duties and fees by the Client on behalf of the Consultant, in accordance with the table above, the Client shall provide the Consultant with proof of payment, or equivalent proof for each payment, within thirty (30) Days of the Consultant’s written request.In case of exemption applicable to the Contract:1. The Client shall provide the Consultant with proof of exemption, or equivalent proof within thirty (30) Days of the signature of the Contract.
2. This exemption also applies to *[check the appropriate box(es) if applicable]*:
* Invoices of Subcontractors based in the Client's country;
* Invoices of Subcontractors based outside the Client's country;
* Any equipment, materials and supplies brought into the Client’s country by the Consultant or its Subcontractors for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;
* Any property brought into the Client’s country by the Consultant, its Subcontractors, their Experts and their dependents (other than nationals or permanent residents of the Client’s country), for their personal use, and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:
1. The Consultant, its Subcontractors and their Experts shall comply with the applicable customs procedures in importing any property into the Client’s country; and
2. If the Consultant, its Subcontractors and their Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, its Subcontractors and their Experts, as the case may be, (a) shall bear such customs duties and taxes in compliance with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the said property was brought into the Client’s country.

 (1) Add a line here if there are other similar fees, such as fee to the regulatory body for public procurement, or equivalent.(2) The Consultant will refer to the rates in effect in the Client’s country by category of equipment, materials and supplies. |
| **45.1 (a) Mode of billing and payment - *Advance payment*** | *[****Note****: The advance payment is an optional cash facility and does not constitute payment for deliverables. It can be made in either the Foreign Currency, or the Local Currency, or both; select the correct wording in the Clause below. The advance repayment guarantee should be in the same currency/currencies.]*The following provisions shall apply to the advance payment and the advance bank payment guarantee:1. An advance payment of *[insert percentage, usually 20%]* of the Contract price or upper limit in Foreign and Local Currencies respectively shall be made within *[insert number]* Days of the Consultant's presentation of the corresponding bank guarantee.
2. The advance bank payment guarantee shall be issued for the same amount and in the same currency/currencies as the advance payment. The bank guarantee shall be released when the advance payment has been reimbursed in full.
3. Repayment of the advance payment:
4. For a Time-Based Contract: the advance will be reimbursed to the Client by applying a deduction at the reimbursement rate of *[insert double the percentage of the advance, generally 40%]* on each itemized statement until the advance is reimbursed in full.
5. For a Lump-Sum Contract: the advance payment will be reimbursed *[insert* "in full by deduction from the first payment" *or* "by deduction of half the amount of the advance from each of the first two payments" *or specify the reimbursement method.]*

*[In the case of a conditional phase, specify whether or not the amount of the advance payment includes the conditional phase. If not, specify whether or not the advance payment is envisaged for the conditional phase.]* |
| **45.1(b):Mode of billing and payment – *Itemized invoices (unit-price – time-based)*** | ***[Note****: Delete this Clause if the Consultant is required to submit an itemized monthly invoice. Otherwise, the following text can be used to indicate the frequency:]*The Consultant shall submit an itemized statement to the Client every *[e.g.,* "quarter"*,* "six months"*,* etc.]*[In the case of a conditional phase, specify the payment procedures if different from the firm phase.]* |
| **45.1(c):Billing and payment procedures – *Lump-sum progress payments*** | **Payment schedule:***[****Note****: to be completed when the contract is finalized; progress payments must be linked to the deliverables defined in* ***Appendix A*** *– Terms of Reference , and to the expected amounts to be paid for these deliverables as stated in Appendix C. As such, the payment and reimbursement of any advance must not be included in the payments. This is covered in Subclause 45.1(a) above.]*1st payment: *[insert the amount of the installment, percentage of the total Contract price, and the currency]*2nd payment: Etc. : Final Payment: *[Check that the total amount all progress payments is equal to the Contract price set out Clause 41 of the SCC.]**[In the case of a conditional phase, specify the payment schedule for the conditional phase.]* |
| **45.1(e):** | **The account names are:**For Foreign Currency: *[insert the account].*For Local Currency: *[insert the account].* |
| **46.1:Late-payment interest** | **The annual interest rate is:** [*insert rate, e.g., EURIBOR + 200 bp for payments in EUR]*. |
| **46.2:Penalties** | **A penalty of**: *[insert amount, for example €200]* per Day of delay in the delivery of the expected deliverable shall be applied.*[insert other Penalties, where appropriate]* |
| **49.1 Mediation** | *[****Note****: Mediation services are offered by: the International Chamber of Commerce (ICC)* [www.iccwbo.org](http://www.iccwbo.org), *the Centre for Effective Dispute Resolution (CRED),* [www.cedr.com](http://www.cedr.com),  *the International Mediation Institute (IMI),* <http://www.imimediation.org/about-imi> *or the International Federation of Consulting Engineers (FIDIC)* [www.fidic.org](http://www.fidic.org) *]*The mediator is appointed by *[insert mediation service*] and this appointment is binding on the Parties.The costs of the mediation and the mediator’s services shall be borne equally by the Parties. |
| **50.1:Arbitration procedure** | *[****Note****: AFD requires the Contracts it finances to include a choice of law and arbitration arrangements provisions. AFD considers that international arbitration as proposed below has substantial advantages for both parties over other dispute settlement provisions; for this reason, AFD strongly recommends its use.]***Disputes shall be settled by arbitration in accordance with the following provisions:**1. Selection of the Arbitrator: each dispute submitted to arbitration by a Party shall be heard by a sole arbitrator, in accordance with the following provisions:

Both Parties may agree to appoint a sole arbitrator or, failing agreement on the choice of such sole arbitrator within thirty (30) Days of receipt by the other Party of a proposal for appointment made by the Party which has initiated the proceedings, either Party may request a list of at least five names from the International Federation of Consulting Engineers (FIDIC) in Lausanne, Switzerland. Each Party will in turn delete one name from this list and the last name remaining on the list will be that of the sole arbitrator in charge of settling the dispute. If the last remaining nominee has not been determined in this manner within sixty (60) Days of the date of this list, the FIDIC shall appoint, at the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.1. Rules of Procedure: except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of arbitration procedure of the United Nations Commission on International Trade Law (UNCITRAL) in force on the date of the Contract.
2. Nationality and qualifications of the arbitrator: the sole arbitrator appointed shall be an internationally recognized legal or technical expert with extensive experience in the matter in dispute and shall not be a national of the Consultant’s home country (or of the home country of any of their members or Parties in the case of Joint Venture), or of the Client’s country. For the purposes of this Clause, "home country" means:
3. the nationality of the Consultant or, if the Consultant is a Joint Venture, of one of its members; or
4. the country in which the Consultant’s (or if a Joint Venture, any of its members’) principal place of business is located; or
5. The country of nationality of a majority of the Consultant’s (or if a Joint Venture, of one of its members); or
6. The country of nationality of the Subcontractor concerned, where the dispute involves a subcontract.
7. Miscellaneous: In any arbitration proceeding hereunder:
8. proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the Consultant’s country]*;
9. the *[insert chosen language]* language shall be the official language used for all purposes; and
10. the decision of the sole arbitrator shall be final, binding and enforceable before the competent courts. The Parties hereby exclude any objection or claim based on immunity relating to the execution of the judgment.
 |

IV ‑ APPENDICES

APPENDIX A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TOR) (on the basis of Section 7 of the RFP) finalized by the Client and the Consultant during the negotiations; deadlines for completion of various tasks; location of the performance of the different tasks; detailed reporting requirements; Client’s contributions, including counterpart personnel assigned by the Client to work with the Consultant’s team; specific tasks that require prior approval by the Client.*

*For time-based Contracts, specify: the hours of work for Key Experts; travel time to/from the Client’s country; entitlement, if any, to aid leave; public holidays in the Client’s country that may affect Consultant’s work; etc.]*

APPENDIX B – Consultant's Technical Proposal Including Methodology and Key Experts

*[Insert the Consultant’s technical Proposal, finalized during the Contract negotiations. Enclose the CVs (updated and signed by the respective Key Experts) demonstrating that the Key Experts hold the required qualifications.]*

APPENDIX C – Contract Price

*[Insert the tables with the Contract Price(s). The tables shall be based on forms FIN‑2, FIN‑3 and FIN‑4 of the Consultant’s financial Proposal and shall reflect any changes agreed during the Contract negotiations, if any.*

*For time-based Contracts, all reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided for in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX D – Form of Advance Payment Guarantee

*[see Subclauses GCC 45.1(a) and SCC 45.1(a)]*

**Bank guarantee for advance payment**

 *[Bank’s name, and address of issuing bank]*

**Beneficiary**:  *[Client’s name and address]*

**Date***:*

**Advance payment guarantee No.**:

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, identical to name of Contract signatory]* (hereinafter called the "**Consultant**") has entered into Contract No.\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract and description of Services]* (hereinafter called the "**Contract**").

Furthermore, we understand that, under the terms of the Contract, an advance payment in the amount of \_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_\_\_\_\_\_\_\_\_) *[insert amount in words]* is to be made against an advance payment guarantee.

At the Consultant's request, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* hereby undertake, unreservedly and irrevocably, to pay you on first demand, any amounts of money you may claim up to the limit of \_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_\_\_\_\_\_\_\_\_) *[insert sum in words].[[64]](#footnote-65)* Your claim for payment must be accompanied by a statement to the effect that the Consultant is not in compliance with the terms of the Contract because it has used the advance for purposes other than toward providing the Services under the Contract.

All claims and payments under this guarantee are conditional upon receipt by the Consultant of the above-mentioned advance in its account, numbered \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2\_\_\_\_[[65]](#footnote-66), whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

*[Signature]*

*[****Note****: All italicized text is for indicative purposes only to assist in preparing this document and shall be deleted from the final version.]*

1. Or any other French Ministry responsible for the ranking of foreign countries' security conditions, if applicable. [↑](#footnote-ref-2)
2. In the case of co-financing or delegated financing (e.g., EU funds), indicate the name(s) of the co-financier(s)/delegating entity(ies) here, and insert their logo(s) alongside those of AFD and the Client. In such cases, check whether there are any specific publication requirements set by the co-financiers/delegating entities, in addition to those of AFD, and ensure their implementation. [↑](#footnote-ref-3)
3. Or any other French Ministry responsible for the ranking of foreign countries' security conditions, if applicable. [↑](#footnote-ref-4)
4. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-5)
5. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-6)
6. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not). [↑](#footnote-ref-7)
7. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings. [↑](#footnote-ref-8)
8. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-9)
9. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not). [↑](#footnote-ref-10)
10. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-11)
11. In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant. [↑](#footnote-ref-12)
12. List the deliverables with a breakdown of the activities required to produce them and other actions, such as approvals to be obtained from the Client. For phased assignments, mention the activities, delivery of reports, and actions required for each of the phases separately. [↑](#footnote-ref-13)
13. The duration of activities will be shown in the form of a bar chart.. [↑](#footnote-ref-14)
14. Include a legend, if necessary, to help read the chart. [↑](#footnote-ref-15)
15. "Home" refers to work carried out in the office the Expert’s country of residence. [↑](#footnote-ref-16)
16. "Field" refers to work carried out in the Client’s country or any other country outside the Expert’s country of residence. [↑](#footnote-ref-17)
17. For Key Experts, the contribution should be stated for each of the positions as identified in Subclause ITC 21.1 of the Data Sheet. [↑](#footnote-ref-18)
18. Or per trimester, semester… depending on the project duration [↑](#footnote-ref-19)
19. "Home" refers to work carried out in the office the Expert’s country of residence. [↑](#footnote-ref-20)
20. "Field" refers to work carried out in the Client’s country or any other country outside the Expert’s country of residence. [↑](#footnote-ref-21)
21. For Key Experts, the contribution should be stated for each of the positions as identified in Subclause ITC 21.1 of the Data Sheet. [↑](#footnote-ref-22)
22. The taxes, duties and fees to be excluded from the financial Proposal and presented separately are the local taxes applicable to the Contract specified in Subclause ITC 16.3 of the Data Sheet. All other applicable taxes, duties and fees, both within and outside the customer's country, need to be included in this Price without being shown separately. [↑](#footnote-ref-23)
23. The provisional sums to be excluded from the financial Proposal and presented separately are specified in Subclause ITC 25.2 of the Data Sheet. [↑](#footnote-ref-24)
24. Prices include all the activities and measures defined in the Terms of Reference – Security and correspond to the additional costs compared to a situation without security risk. A breakdown of the price relating to security measures will be included in the FIN-5. This line is to be deleted when there are no Security TORs in the RFP. [↑](#footnote-ref-25)
25. The taxes, duties and fees to be excluded from the financial Proposal and presented here separately are the local taxes applicable to the Contract specified in Subclause ITC 16.3 of the Data Sheet. This form must be completed in line with Subclause ITC 16.3 of the Data Sheet. [↑](#footnote-ref-26)
26. Insert here the amount (A) to be added to the Total Price excluding taxes but excluding provisional sums of the financial Proposal (P) indicated above, so that once the Withholding Tax (percentage WT%, e.g., 15%) has been deducted from the VAT-exclusive amount of the contract (TEA = P+A), the Consultant will be paid the amount of the Total Price excluding taxes and excluding provisional sums of the financial Proposal (P). Normally, A=P\*(WT%/(1-WT%)), e.g., A=P\*(0.15/(1-0.15)). [↑](#footnote-ref-27)
27. Add a line here if there are other similar fees such as a fee to the regulatory body for public procurement, or equivalent. [↑](#footnote-ref-28)
28. The taxes, duties and fees to be excluded from the financial Proposal and presented separately are the local taxes applicable to the Contract specified in Subclause ITC 16.3 of the Data Sheet. All other applicable taxes, duties and fees, both within and outside the customer's country, need to be included in this Price without being shown separately [↑](#footnote-ref-29)
29. The provisional sums to be excluded from the financial Proposal and presented separately are specified in Subclause ITC 25.2 of the Data Sheet. [↑](#footnote-ref-30)
30. Prices include all the activities and measures defined in the Terms of Reference – Security and correspond to the additional costs compared to a situation without a security risk. A breakdown of the security measures price will be included in the FIN-5. This line is to be deleted when there are no Security TORs in the RFP. [↑](#footnote-ref-31)
31. The taxes, duties and fees to be excluded from the financial Proposal and presented separately are the local taxes applicable to the Contract specified in Subclause ITC 16.3 of the Data Sheet. This form must be completed in line with Subclause ITC 16.3 of the Data Sheet. [↑](#footnote-ref-32)
32. Insert here the amount (A) to be added to the Total Price excluding taxes but excluding provisional sums of the financial Proposal (P) indicated above, so that once the Withholding Tax (percentage WT%, e.g., 15%) has been deducted from the VAT-exclusive amount of the contract (TEA = P+A), the Consultant will be paid the amount of the Total Price excluding taxes and excluding provisional sums of the financial Proposal (P). Normally, A=P\*(WT%/(1-WT%)), e.g., A=P\*(0.15/(1-0.15)). [↑](#footnote-ref-33)
33. Add a line here if there are other similar fees such as a fee to the regulatory body for public procurement, or equivalent. [↑](#footnote-ref-34)
34. Delete any item not relevant to the implementation of the Services. [↑](#footnote-ref-35)
35. Replace "lump sum" with "actual costs" when applicable. [↑](#footnote-ref-36)
36. Specify the type of supporting document required, whether the payment method is "lump sum" or "reimbursable," depending on the nature of the expense (examples are provided for reference). [↑](#footnote-ref-37)
37. A per diem allowance is paid for each night spent by staff away from their usual place of residence when required by the Contract. It will cover meals, accommodation, local transport and other mission expenses. The Client may set an upper limit for each unit. [↑](#footnote-ref-38)
38. Use the most appropriate means of transport, particularly from an environmental perspective, and the most direct route to and from the site [↑](#footnote-ref-39)
39. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-40)
40. Means any natural or legal person, as well as any association or group of several such persons [↑](#footnote-ref-41)
41. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-42)
42. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings. [↑](#footnote-ref-43)
43. As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility [↑](#footnote-ref-44)
44. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development. [↑](#footnote-ref-45)
45. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-46)
46. Means any natural Person other than a Public Officer. [↑](#footnote-ref-47)
47. For more information, this Policy is available on the following link : https://www.afd.fr/en/combating-corruption [↑](#footnote-ref-48)
48. For more information, the Procurement Guidelines are available on the following link : https://www.afd.fr/en/bid-invitations-and-procurement [↑](#footnote-ref-49)
49. Means any natural or legal person, as well as any association or group of several such persons. [↑](#footnote-ref-50)
50. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-51)
51. Or any other French Ministry responsible for the ranking of foreign countries' security conditions, if applicable. [↑](#footnote-ref-52)
52. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-53)
53. Means any natural Person other than a Public Officer. [↑](#footnote-ref-54)
54. For more information, this Policy is available on the following link : https://www.afd.fr/en/combating-corruption [↑](#footnote-ref-55)
55. For more information, the Procurement Guidelines are available on the following link : https://www.afd.fr/en/bid-invitations-and-procurement [↑](#footnote-ref-56)
56. Means any natural or legal person, as well as any association or group of several such persons. [↑](#footnote-ref-57)
57. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-58)
58. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-59)
59. Means any natural or legal person, as well as any association or group of several such persons [↑](#footnote-ref-60)
60. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-61)
61. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings. [↑](#footnote-ref-62)
62. As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility [↑](#footnote-ref-63)
63. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development. [↑](#footnote-ref-64)
64. The Guarantor must insert an amount representing the advance mentioned in the Contract either in the currency (or currencies) mentioned in the Contract, or in any other freely convertible currency acceptable to the Client. [↑](#footnote-ref-65)
65. Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be made in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Client’s written request for such extension presented to the Guarantor before the expiry of the guarantee. Such an extension will be granted only once." [↑](#footnote-ref-66)