STANDARD PROCUREMENT DOCUMENT

**Request for Proposals for Small Consulting Services   
Selection of Consultants**

**Agence Française de Développement**



**AUGUST 2025**

**Foreword**

**Purpose of this Request for Proposals**:

This Standard Request for Proposals for Small Consulting Services (“**SRFP-Small**”) has been prepared by Agence Française de Développement ("**AFD**"). It concerns contracts for Consulting Services to be provided by consulting firms for **an amount estimated up to approximately** **€200,000**. This document may be used in the context of the **Request for Quotations** as defined in the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries.

The Client shall identify Consultants that are qualified (including in terms of security, where appropriate), experienced and interested, then establish a shortlist of such Consultants, the number of which must be between three (3) and six (6) before the Request for Proposals is issued. This may be through:

* A Request for Expressions of Interest (**REoI**),
* Or directly, through a **Request for Quotations**, by establishing a Shortlist of Consultants, after ensuring that all the prospective Consultants are qualified, interested and able to provide the required services.

**Security**:

If the Contract is to be performed in an area labelled as orange or red by the French Ministry for Europe and Foreign Affairs, the Client shall include requirements in the “SRFP-Small” relating to the security of persons and property in the context of the Contract. For a shortlist of international Consultants, the minimum security requirements to be included are available in AFD’s Standard Request for Proposals (AFD-M0031). For a shortlist of national Consultants, the Client is required to add in the Request for Proposals:

* The Security Statement of Commitment contained in Appendix 4 of the 2024 Guidelines, and
* The elements set out in the document entitled “Security Aspects Except for International Competitive Bidding” available on AFD’s website (<https://www.afd.fr/en/bid-invitations-and-procurement>)

**Notes to the Client:**

*The text shown in Italics and highlighted in yellow* constitutes **“Notes to the Client”**. It provides guidance to the entity in charge of preparing a specific Request for Proposals for Small Consulting Services (“**RFP-Small**”). “Notes to the Client” **should be deleted** from the final RFP-Small sent to the shortlisted Consultants. Similarly, this section “Foreword” should not be part of the final RFP-Small sent to the shortlisted Consultants.

For the procurement of contracts for individual consultants below €50,000, the standard document AFD-M0039, available on the website www.afd.fr, may be used.

AFD welcomes any feedback on this Standard RFP-Small. Any questions and comments regarding this Standard Document for Requests for Proposals for Small Consulting Services may be sent to the following address:

[\_Passation\_Marche@afd.fr](mailto:_Passation_Marche@afd.fr)

**Request for Proposals for Small Consulting Services**

**(RFP-Small)**

**Selection of Consultants for the Services**: *[Insert Services title]*

**RFP N°:** [Insert reference number as per Procurement Plan]

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

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

**Project:** [Insert name of project]

**Issued on:** [Insert date when sent to shortlisted Consultants]

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PART 1: REQUEST FOR PROPOSALS

# Section 1: Letter of Instructions to Consultants

*[RFP-Small No.\_\_\_\_\_\_\_\_\_\_\_\_\_]*

*[Insert: Location and date]*

*[Insert: Name and address of Consultant]*

Dear Ms. / Mr.

*[Insert name of the Client]* (hereinafter referred to as “the Client”) *[select* “has requested” *or* “has obtained”*]* financing from Agence Française de Développement (hereinafter referred to as “AFD”) to finance the cost of *[insert name of Project]*. The Client intends to use part of the funds to make payments eligible under the Contract for which this Request for Proposals is issued.

*[Insert name of the Client]* now invites proposals through a restricted consultation for the provision of consulting services: *[insert a brief description of the objectives and scope of the Services]*.

For further information about the consulting Services, please consult the attached Terms of Reference (ToR).

This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[Insert the list of shortlisted Consultants]*

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

1. **Eligibility, conflict of interest and prohibited practices**

## AFD requires the Contract selection procedure and performance to comply with its rules and conditions regarding eligibility, prohibited practices, conflicts of interest and environmental and social responsibility, as set out in Appendix 1 – Rules on Fraud and Corruption and Environmental and Social Responsibility of Part 3 – Draft Contract, and in the Statement of Integrity, Eligibility and Environmental and Social Responsibility (the “Statement of Integrity”) in the Appendix of the Technical Proposal Submission Letter.

The Consultant shall sign the Statement of Integrity in the Appendix of the Technical Proposal Submission Letter and undertakes to comply with the content thereof.

For enforcement purposes, the Consultants (including their subcontractors) shall authorize AFD to inspect the accounts, accounting records, statements and other documents relating to the submission of the Proposal and the performance of the Contract (in the event of award) and to have them audited by auditors appointed by AFD.

Furthermore, the Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount and, when giving advice, to ensure that there is no conflict with other assignments or its own corporate interests, and act without any consideration for a potential future mission.

The Consultant shall inform the Client of any situation of actual or potential conflict of interest likely to prevent it from serving the best interest of the Client. Failure to inform the Client of the existence of such situations may lead to the rejection of the Consultant’s Proposal or the termination of its Contract.

1. **Validity of Proposals**

The validity period of the Proposal shall be *[insert number between 30 and 90]* calendar days from the date of submission of Proposals*.*

In exceptional circumstances, prior to the expiration of the validity period of the Proposals, the Client may request Consultants to extend the validity period of their Proposal. The request and the responses shall be made in writing. A Consultant may refuse to extend the validity of the Proposal. A Consultant responding positively to the request shall not be required or permitted to modify its Proposal.

1. **Unfair competitive advantage**

Fairness and transparency in the selection process require that the Consultants competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To this end, the Client makes available to all shortlisted Consultants the following information, reports and other documents relevant to the project related to the assignment, in order to assist with the preparation of the Proposals:

*[Insert a list of documents or indicate “N/A” where appropriate]*

1. **State representatives and public officials**

State representatives and public officials may not be engaged as staff in the Request for Proposals, unless this recruitment is in compliance with the applicable Law and providing (i) that they are on unpaid leave, have resigned, or are retired; (ii) that they are not engaged by the organization for which they were working immediately before their departure on unpaid leave, their resignation, or their retirement; and (iii) that their employment does not give rise to a conflict of interest.

1. **Joint ventures and subcontracting**

Shortlisted Consultants who consider that they may strengthen the expertise required for the Services by involving one or several Consultant(s) in the form of a Joint venture may do so with one or several Consultants not included in the shortlist, subject to the approval of the Client. The shortlisted Consultant shall be the lead member of this Joint venture.

The Consultant shall not subcontract all the services.

1. **Remuneration**

The Contract shall be a [*insert “lump-sum Contract” or “time-based Contract”].*

The volume of work estimated for these Services is [*insert a number*] expert-day [*or the estimated budget for these Services is [insert an amount and currency] – only retain one option, not both!]*, for a start scheduled in [*insert month and year*] in [*insert the location of the performance of the Services*].

*[For a time-based Contract, it is possible to include the following:]*

The Consultant shall at a minimum include in the Proposal the duration of the Services of the key expert for \_\_\_\_\_ expert-day.

[*Be careful to be consistent with the possibility for key expert to take leave over the duration of the Services (on average 2 months per year, ie. 220 working days per year)*]

Price revisions shall not be permitted.

1. **Preparation of Proposals**

The Consultant shall bear all costs associated with the preparation and submission of its proposal, and the Client shall not be responsible nor liable for such costs, regardless of the conduct or outcome of the Request for Proposals process.

The Proposals shall be written in [*indicate the language*], as well as any correspondence between the Consultant and the Client concerning the Proposal.

The Proposal shall comprise the following documents:

1. A technical Proposal containing:
   * The technical proposal submission letter,
   * Power of Attorney to sign the Proposal,
   * In the case of a Joint venture, a copy of the Joint venture Agreement concluded between all its members, indicating the contributions of each member of the Joint venture and how the tasks will be shared,
   * The signed Statement of Integrity,
   * A description of the methodology and work plan,
   * The composition of the team and CVs of the key experts.

The technical Proposal shall be established using the forms attached to this Request for Proposals document. It shall not comprise any financial information, or present an alternative approach, and a single CV shall be submitted for each key expert, failing which the Proposal shall be rejected.

Any Proposal for which the technical Proposal submission letter has not been signed or is not accompanied with a power of attorney will not be considered.

1. A financial Proposal containing:
   * The financial Proposal submission letter,
   * The breakdown of the financial Proposal established using the forms attached to this Request for Proposals detailing the remuneration of the experts and other expenditures.

The Consultant shall express the price for its Services in one or several currencies which shall be [*insert the currencies authorized which include the national currency, the euro and the US dollar depending on the origin of the shortlisted Consultants*]. For the purposes of evaluation and comparison, the prices shall be converted into a single currency, [*indicate the national currency or the euro or the US dollar],* using the selling exchange rate of [*indicate the source]* at the date seven (7) Days prior to the deadline for the receipt of Proposals.

Payments under the Contract shall be made in the authorized currencies used for the financial Proposal.

The financial Proposal of the Consultant shall clearly identify the taxes, duties and fees set out in Article 25 of the Contract, which shall be estimated and presented separately in the price tables. The taxes, duties and fees applicable in the Client’s country will be finalized during the negotiations for the Contract and added to the Contract price exclusive of tax.

The evaluation will be carried out on the basis of the Consultant’s financial Proposal excluding all taxes, duties and fees.

A tax exemption *[has been/has not been]* obtained for this Contract, as specified in Article 25 of the Contract.

The financial Proposal of the Consultant shall be deemed to include all the other taxes, duties and fees.

1. **Clarifications**

Any request for clarification regarding this Request for Proposals shall be sent in writing to *[insert name and email address of the Client’s representative]* before *[insert date and time – no later than 8 Days before the deadline for the submission of Proposals]*. The Client will send a copy of its response to all the Consultants, including a description of the subject of the request for clarification, without identifying the inquirer.

1. **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. Information relating to the content, examination, evaluation and comparison of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals, or to any other party not officially concerned with the process, until the Contract award has been notified to the Consultants in accordance with Article 15 below.

However, should a Consultant wish to contact the Client on any matter related to the selection process, between the time the Proposals are opened and the time the Contract is awarded, it should do so only in writing.

1. **Submission of Proposals**
2. Complete, initialed and signed Proposals shall be submitted comprising all the documents indicated in Article 7 above *[insert the method: by mail or electronically].*

***[Insert Option 1 or 2 where appropriate]***

*[****Option 1:*** *submission by mail]*

The original of the technical Proposal and a copy on a USB drive shall be placed inside 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 TECHNICAL PROPOSAL OPENING”.

Similarly, the original financial Proposal and a copy on a USB drive shall be placed inside 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 WITH THE TECHNICAL PROPOSAL”.

These two envelopes containing the technical Proposal and financial Proposal shall be placed in one outer envelope. This outer envelope shall bear the Proposal submission address, the name of the Services, the name and address of the Consultant, and shall be clearly marked with the warning “DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING”.

The address for the submission of Proposals is as follows:

To: [*insert the full name of the person, where appropriate]*

Full address: [*insert the address of the Client]*

*[****Option 2:*** *electronic submission]*

The email address for the submission of Proposals is as follows: *[insert the Client’s email address]*.

Proposals submitted electronically shall be **in the form of read-only files** (*insert the acceptable format,* e.g. *PDF*)**, with maximum size** *[insert the maximum size in megabytes (MB) of the Proposal files]* **and password protected**.

A single file shall comprise the technical Proposal and named “Technical Proposal – Name of Consultant” and a single file shall comprise the financial Proposal and named “Financial Proposal – Name of Consultant”. Each of the two Proposal files submitted electronically shall be protected by a **different** password.

*[****Include if necessary:*** *To facilitate the evaluation process, the Proposal files may be requested in an editable format (Microsoft Word or Excel) by the Client after the opening sessions for the technical Proposals for the first part, and financial Proposals for the second part. However, the read-only files shall prevail in the event of differences with the files submitted in another format.]*

Each Consultant shall send their password for the technical Proposal within one hour after the closing date and time for the submission of Proposals, to the email address for the submission of Proposals above. After receiving the results of the technical Proposal, Consultants shall be asked (by email) to provide their password for the financial Proposal files.

Sending the password before these closing dates and times may result in the Client rejecting the corresponding proposal.

The Client will confirm, within 24 hours, the receipt and content (name of files) of each Proposal file it has received at the above email address. If the Consultant does not receive this confirmation from the Client within 24 hours, they should ask the Client to confirm receipt of their Proposal file.

1. The deadline for the submission of Proposals is [*insert the closing date and time for the submission of Proposals – between three and six weeks].*

The Consultant remains responsible for ensuring that the Client receives their Proposal file before the closing date and time for the receipt of Proposals and in accordance with the method of submission indicated above.

1. **Opening of technical Proposals**

The technical Proposals will be opened by the Client’s representatives after the closing date and time for the submission of Proposals.

**[*Options****: if a public opening is organized by the Client, whether it is mandatory according to the regulations applicable to the Client or not, insert one of the following three options, otherwise simply indicate the date of the opening of the technical Proposals by the Client’s representatives:*

***[Option 1:*** *In-person opening session* *– For submissions by mail*

The opening session for the technical Proposals will take place at the following address, date and time:

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Floor/office number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Consultant’s attendance at the opening of the technical Proposals is optional and is at the Consultant’s choice. The financial Proposals shall remain sealed and shall be kept in a safe place until their opening, in accordance with Article 13 below.

*OR*

***Option 2:*** *Opening* via *videoconference – Case of submissions by mail*

The online opening procedure is: *describe the online opening procedure for technical Proposals*

The Consultant’s attendance at the opening of the technical Proposals is optional and is at the Consultant’s choice. The financial Proposals shall remain sealed and shall be kept in a safe place until their opening, in accordance with Article 13 below.

*OR*

***Option 3:*** *Opening* via *videoconference – Case of electronic submissions*

The online opening procedure is: *describe the online opening procedure for technical Proposals. It is recommended to schedule the opening of the technical Proposals one hour after the time limit for the receipt of passwords by email*.

The Consultant’s attendance at the opening of the technical Proposals is optional and is at the Consultant’s choice.

*OR Specify that the* ***passwords*** *for the opening of the technical Proposal files shall be provided by the Consultants at the opening session.* **N.B.***: In this case, their* ***attendance at videoconference is compulsory****].*

The passwords for the files corresponding to the financial Proposals shall not be provided by the Consultants until their opening, in accordance with Article 13 below.]

No minimum number of Proposals received is required in order to proceed with the opening of the technical Proposals.

1. **Evaluation of technical Proposals**

A Consultant will be selected according to the selection method based on quality and cost.

The Client will evaluate each technical Proposal received based on its compliance with the Request for Proposals using the following criteria and points system:

|  |  |
| --- | --- |
| Evaluation criteria | Points |
| 1. Adequacy of the methodology and proposed time schedule in responding to the Terms of Reference (ToR)   *The rating shall take account of the clarity and relevance of the methodology, whether the work plan is realistic and complies with the ToR and the methodology, the adequacy of the mobilization of experts for each activity, and the distribution between international and local experts, at home or on field.* | *[30‑50]* |
| 1. Qualifications and competences of the Key Experts for the Services:  * Key Expert 1: Team Leader [*indicate the number of points]* * Key Expert 2: *[indicate the title] [indicate the number of points]* * Key Expert 3:*[indicate the title] [indicate the number of points*]   *The rating shall take account of the overall qualifications of the expert, relevant experience for the Services, their experience in the region and/or the language, and the number of years worked with the Consultant.* | *[50‑70]* |
| TOTAL | 100 |

Proposals that do not address important aspects of the Request for Proposals, or that receive a score below the minimum technical score, shall be rejected.

The minimum technical note for qualification (Nt) required is:\_\_\_\_\_\_\_\_\_\_[*Insert number] - [it is suggested to opt for between 70 and 85 on a scale of 1 to 100].*

1. **Opening of financial Proposals**

Following the technical evaluation, the Client will inform the Consultants whose Proposals have not obtained the minimum technical score for qualification that their financial Proposal will be returned to them without being opened after the selection process and the award of the Contract. At the same time, the Client will inform the Consultants whose Proposals have obtained the minimum technical score for qualification for the opening of the financial Proposals by the Client’s representatives.

**[*Options:*** *If a public opening is organized by the Client, whether it is mandatory according to the regulations applicable to the Client or not, insert one of the following three options, otherwise simply indicate the opening date of the financial Proposals by the Client’s representatives:*

*[****Option 1:*** *In-person opening session (submission by mail)*

The opening session of the technical Proposals will take place at the following address, date and time:

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Floor/office number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At the opening of the financial Proposals, the overall technical score of each Consultant having obtained the minimum technical score for qualification shall be read out.

The Consultant’s attendance at the opening of the financial Proposals is optional and is at the Consultant’s choice.

*OR*

***Option 2:*** *Opening* via *videoconference (submission by mail)*

The online opening procedure is: *Describe the online opening procedure for financial Proposals.*

At the opening of the financial Proposals, the overall technical score of each Consultant having obtained the minimum technical score for qualification shall be read out.

The Consultant’s attendance at the opening of the financial Proposals is optional and is at the Consultant’s choice.

*OR*

***Option 3:*** *Opening* via *videoconference (electronic submission)*

The online opening procedure is: *describe the online opening procedure for financial Proposals. It is recommended to schedule the opening of the financial Proposals one hour after the time limit for the receipt of passwords by email*.

The Consultant’s attendance at the opening of the financial Proposals is optional and is at the Consultant’s choice.

*OR Specify that the* ***passwords*** *for the opening of the financial Proposal files shall be provided by the Consultants at the opening session.* **N.B.***: In this case, their* ***attendance at videoconference is compulsory****].*

1. **Combined evaluation of technical and financial Proposals**

The total score for each Proposal shall be obtained by adding up the technical and financial scores, after introducing a weighting as follows:

The financial Proposal with the lowest evaluated price (Fm) will receive a maximum price score (Sf) of 100. The price score for the other Proposals shall be calculated by the formula below:

**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.** The weightings attributed to the technical Proposal (T) and financial Proposal (F) are, respectively:

T = \_\_\_\_\_\_\_\_\_\_ [*Insert a weighting percentage between 70 and 80],*

and

F = \_\_\_\_\_\_\_\_\_\_ [*Insert a weighting percentage 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%.The Consultant with the highest combined technical and financial sore shall be invited to negotiate a Contract.

1. **Negotiations of Proposals and Contract award**

The negotiations shall be held with the Consultant or a representative of the Consultant (which shall have a written power of attorney authorizing them to negotiate and sign the Contract on behalf of the Consultant).

**[*Option:*** *The negotiations may be held in-person or* via *videoconference:*

*[Option 1: In-person negotiations*

The negotiations shall be held [*insert the date: day/month/year]* at *[insert the address*]

*OR*

*Option 2: Negotiations* via *videoconference*

The negotiations shall be held [*insert the date: day/month/year] via* videoconference [*indicate the means of connection to the videoconference].*

The Client shall prepare minutes of the negotiations that are signed by the Client and the Consultant’s authorized representative. The negotiations will concern:

* + The availability of key experts

The invited Consultant shall confirm the availability of the key experts indicated in its Proposal as a pre-requisite to the negotiations. Failure to confirm the availability of the key experts 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 offer a key expert substitute within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original expert.

* + Technical negotiations

The negotiations may include discussions about the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the terms of the Contract and shall not modify the ranking of the Proposals.

* + Financial negotiations

The financial negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract. Unit prices shall not be negotiated.

The negotiations shall conclude 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.

The Client reserves the right to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

After completing the negotiations, the Client shall sign the Contract and promptly notify the other shortlisted Consultants of the result of the selection.

You are kindly requested to inform us, upon receipt of this Letter of Instructions:

1. That you have received this Request for Proposals; and
2. Whether or not you intend to submit a Proposal, and if not, the reasons of your decision.

Sincerely yours,

On behalf of the Client:

Signature:

Name:

Title/position:

# Section 2: Proposal Submission Forms

## Technical Proposal – Standard forms

## 

### Form TECH-1 - Technical Proposal Submission Letter

*[The Consultant shall complete this Form on its letter-headed paper with its name and address. The text shall not be modified except the text in italics, to be filled out by the Consultant]*

To: [*Name and address of Client*]

*[Location, Date]*

Dear [*name of Client],*

We, the undersigned, offer to provide you with our Services as a Consultant for [*insert the title of the Services*] in accordance with your Letter of Instructions to Consultants *[insert number of letter: RFP No\_\_\_\_\_\_\_]* dated [*insert the date*]. We hereby submit our Proposal, which comprises a technical Proposal and a financial Proposal in separate envelopes [*or in electronic files, depending on the option chosen*].

[*If the Consultant is a Joint venture, insert the following:* “We submit our Proposal as a Joint venture as follows: [Insert the list indicating the full name and address of each member, and identify the lead member]”]. We hereby attach [insert: “the letter of intention to form a Joint venture” or, if the Joint venture has already been formed, “the Joint venture agreement”] signed by each member of the Joint venture, including details of the probable structure and confirmation of the joint and several liability of the members of this Joint venture.

[*OR*

*If the Consultant’s Proposal comprises Subcontractors, insert the following:*

We submit our Proposal with the following Subcontractors: [*Insert the list indicating the full name and address of each Subcontractor].*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal shall lead to the rejection of our Proposal by the Client.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Article 2 (Validity of Proposals) of the Letter of Instructions to Consultants.

c) We have no conflict of interest pursuant to Article 1 ( Eligibility, conflicts of interest and prohibited practices) of the Letter of Instructions to Consultants.

d) We undertake to negotiate the Contract on the basis of the proposed key experts.

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Article 9 of the Conditions of Contract.

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

Sincerely yours,

Authorized signature: [in full and initials]

Name and title of signatory:

Name of Consultant (name of company or Joint venture):

In the capacity of:

Address:

Contact information (phone number and email address):

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

Appendix to the Technical Proposal Submission Letter

Statement of Integrity, Eligibility and Environmental and Social Responsibility

*[The content of the Statement of Integrity, Eligibility and Environmental and Social Responsibility depends on the signing date of the AFD Financing Agreement which 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 the OPTION B below)*

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

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

1. We recognize 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, reorganization 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 labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organization (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 authorize 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[[1]](#footnote-1):

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 the OPTION A above)*

Reference name of the Bid/Proposal/Contract signed[[2]](#footnote-2) (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,[[3]](#footnote-3) 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[[4]](#footnote-4) 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 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 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[[5]](#footnote-5) (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[[6]](#footnote-6), 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.[[7]](#footnote-7)

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:[[8]](#footnote-8)

Signature:

Dated:

*End of OPTION B]*

### Form TECH-2 – Technical Proposal

*[The following is a suggested structure for the technical Proposal, to be adapted by the Client for each contract to be signed]*

1. Consultant’s structure

[Provide here a brief description of your company and its organization and, in the case of a Joint venture, a brief description of each member that will be participating in the Services.]

1. Methodology and work plan proposed to provide the Services

It is suggested that you present the technical Proposal (5 to 35 pages maximum, including the tables and figures) as follows:

a) Methodology. Explain your understanding of the objectives of the Services as outlined in the ToR, your approach, and the methodology you would adopt for implementing the tasks to deliver the expected outputs, and the degree of detail of such output. Describe the structure and composition of your team. Include here your comments and suggestions on the ToR, and on the services and personnel to be provided by the Client. Please do not repeat or copy the ToR.

b) Work plan. Specify the nature and duration of the activities that the Services comprise, the sequencing and coordination, the milestones (including interim approvals by the Client), the time spent by the experts on the various activities, distinguishing between the time at home and in the field, where appropriate, as well as the delivery dates of the reports. The proposed work plan should be consistent with the methodology, showing your understanding of the Terms of Reference and ability to translate them into a feasible working plan showing the tasks assigned to each expert. A list of the final documents, including the reports to be delivered as final outputs, should be included here.

c) Presentation of the team. Describe the structure and organization of the team, provide a brief presentation of the key experts and their role, consistent with the proposed methodology and requirements of the ToR.

### Form TECH-3: Work schedule and planning for deliverables

(Indicative format)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N° | Deliverables**[[9]](#footnote-9)** (D ‑ \_\_) | Weeks or Months**[[10]](#footnote-10)** **[[11]](#footnote-11)** | | | | | | | | | | | TOTAL |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | … | m |
| D ‑ 1 | [*e.g.,* Deliverable #1: Inception Report or Activity report for month 1] |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Drafting of report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Preliminary report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Finalization after comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. … |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. Delivery of final report to Client |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
| D ‑ 2 | [*e.g.,* Deliverable #2: \_\_\_\_\_\_] |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Etc. |  |  |  |  |  |  |  |  |  |  |  |  |
| D-n |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

### Form TECH-4: Team composition, assignment and experts’ contribution

(Indicative format)

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N° | Name | Input time of experts (per expert/per working day) for each deliverable (D) listed in the Form TECH–3 | | | | | | | | Total input time (in working days) | | |
| Position | Location | D – 1 | D ‑ 2 | D ‑ 3 | …… | D ‑ \_\_\_ | Etc. | Home**[[12]](#footnote-12)** | Field**[[13]](#footnote-13)** | Total |
| **Key Expert[[14]](#footnote-14)** | | | | | | | | | | | | |
| K-1 | [Name, Surname] | [Team Leader] | [Home] | [e.g.40 days] | [e.g.22 days] | [e.g.17 days] |  |  |  |  |  |  |
| [Field] | [e.g.8 days] | [e.g.48 days] | [e.g.0] |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** | | | | | | | | | |  |  |  |
| **Non-Key Experts** | | | | | | | | | | | | |
| N-1 |  |  | [Home] |  |  |  |  |  |  |  |  |  |
| [Field] |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Subtotal** | | | | | | | | | |  |  |  |
| **Total** | | | | | | | | | |  |  |  |

### Form TECH-5: CV

(Indicative format)

|  |  |
| --- | --- |
| Position: | [*e.g.*,K1 - Team Leader] |
| Name of expert: | [Insert full name] |
| Date of birth: | [day/month/year] |
| Nationality/country of residence: | [Insert the country] |

**Education:** [Summarize university education and other specialized education, giving names of schools or universities, dates attended, diplomas obtained.]

**Employment record relevant to the Services:** [List the employment since graduation, in reverse order, starting with the present position. For each employment, indicate the dates, the name of the employer, the titles of the positions held and the place of work. In addition, for employment over the last ten years, 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. Contact information for references** | **Country** | **Summary of activities performed relevant to the Services** |
| [*e.g., May 2020 – present*] | *[e.g., Consulting Firm XX] [Position held] [City, Country]*  *[*e.g., *Ministry of \_\_\_\_\_\_\_\_\_\_\_\_, advisor/consultant to* \_\_\_\_\_\_\_\_.  *For references:*  *Tel. \_\_\_\_\_\_\_\_\_\_ / email \_\_\_\_\_\_\_\_\_ [Name, position]* |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications:

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

**Skills/qualifications for the Services:**

|  |  |
| --- | --- |
| **Specific tasks of the expert among the tasks to be performed by the Consultant’s team of experts** | **Reference to prior work or assignments\* that illustrate the expert’s ability to perform the assigned tasks** |
| [List deliverables/tasks 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:\_\_\_\_\_\_\_\_\_\_\_\_\_, tel.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I confirm that I have no confirmed commitment as Key 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, in the event that the contract is awarded. I further declare that I am not in a conflict of interest situation. 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]*

## Financial Proposal – Standard Forms

### Form FIN-1 - Financial Proposal submission letter

*[The Consultant shall complete this Form on its letter-headed paper with its name and address. The text shall not be modified except the text in italics, to be filled out by the Consultant]*

To:   
*[Name and address of Client]*

*[Location, Date]*

Dear [*name of Client*],

We, the undersigned, offer to provide the Services for [*insert title of Services*] in accordance with your Letter of Instructions [*insert number of letter: RFP No\_\_\_\_\_\_\_]* dated [*insert date*] and our technical Proposal.

Our attached financial Proposal is for the amount of *[Indicate amount(s) in euros (€) or other authorized currency in words and figures]*, excluding local taxes, duties and fees applicable to the Contract, as specified in Article 25 of the Contract. The estimated amount of these local taxes, duties and fees applicable to the Contract is [*Indicate amount(s) in euros (€) or other authorized currency in words and figures]* and shall be confirmed or adjusted, where necessary, during the negotiations for the Contract.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, where appropriate, up to the expiration of the validity period of the Proposal, *i.e.*, before the date indicated in Article 2 of the Letter of Instructions to Consultants.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award without thereby incurring any liability to us.

Sincerely yours,

Authorized Signature: *[in full and initials]*

Name and Title of Signatory:

In the capacity of:

Address:

Contact information (tel. and email):

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

### Form FIN-2: Summary of Costs

|  |  |
| --- | --- |
| Item | Cost |
|  | [*Insert currency*] |
| Cost of the Financial Proposal excluding taxes:**[[15]](#footnote-15)** |  |
| Remuneration |  |
| Other expenses |  |
| Total cost of the Financial Proposal excluding taxes: | *[same amount than in Form FIN-1]* |
| Taxes**[[16]](#footnote-16)** estimates in the Client’s country – to be discussed and finalized at the negotiations if the Contract is awarded |  |
| Value Added Tax (VAT) or equivalent |  |
| Withholding tax on the invoices of the Consultant based outside the Client’s country.[[17]](#footnote-17) |  |
| Contract registration fees[[18]](#footnote-18) |  |
| Total of estimated local taxes, duties and fees |  |

N.B.*: Payments will be made in the currency(ies) indicated in Article 7 of the Letter of Instructions for Consultants.*

### Form FIN-3: Breakdown of Remuneration

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of expert | | Position | Currency | Unit price excluding tax | Quantity (person/days) | Total amount excluding tax |
| * + - 1. Key Experts | |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| * + - 1. Non-Key Experts | |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Total remuneration (excluding taxes)** |  |  |  |  |  |

### Form FIN-4: Breakdown of Other Expenses

When used for a lump-sum contract, the information provided in FIN-4 will be used to indicate the basis for calculating the price of the contract and, where applicable, to establish the price to be paid to the Consultant for additional services at the request of the Client. This form will only be used to make payments for unit price (time-based) contracts.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Other expenses | Unit | Currency | Payment[[19]](#footnote-19) *[indicate reimbursable or lump-sum]* | Type of supporting document expected | Unit price excluding tax | Quantity | Total amount excluding tax |
| Per diems[[20]](#footnote-20) | Per night |  |  | *[To be detailed]* |  |  |  |
| Flights between [indicate the cities/countries] | Ticket (round trip ) |  |  | *[To be detailed]* |  |  |  |
| Visa and transportation costs to/from airport | Round trip |  |  | *[To be detailed]* |  |  |  |
| Communication cost | Month |  |  | *[To be detailed]* |  |  |  |
| Training cost (if specified in ToR) | See ToR |  |  | *[To be detailed]* |  |  |  |
| Other [*eg. Security, office rent, office costs, cost of report issuing, etc. to be detailed as appropriate*] | *To be specified* |  |  | *[To be detailed]* |  |  |  |
| **Total other expenses (excluding taxes)** |  |  |  | *[To be detailed]* |  |  |  |

If the Service is structured on the basis of components, it would be preferable to present FIN-3 and FIN-4 by main component.

PART 2: TERMS OF REFERENCE

## Terms of Reference

*[Example of plan]*

1. Background and rationale of the Services

2. Objectives of the Services

3. Content of services, tasks (components) and expected deliverables

3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Requirements in terms of the composition and qualifications of the team of key experts and non-key experts, where appropriate (the number of expert-day is specified in Article 6 of the Letter of Instructions).

5. Time schedule for the performance of the Services

6. Reports/deliverables to be provided by the Consultant

[At a minimum, list the following:]

1. Format, language, frequency and contents of reports;
2. Number of copies and requirements for electronic submission;
3. Submission dates;
4. Persons (indicate names, titles, submission address) to receive them; etc.

7. Client’s input and counterpart personnel

1. Services, facilities and property to be made available to the Consultant by the Client;
2. Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team.

PART 3: DRAFT CONTRACT

## **I – FORM OF CONTRACT**

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

This contract (hereinafter referred to as the **“Contract”**) is made the *[number]* day of the *[month], [year]*, between, on the one hand, *[name of Client]* (hereinafter referred to as the **“Client”**) and, on the other hand, *[name of consultant]* (hereinafter called the **“Consultant”**), hereinafter called the “**Parties**”.

*[***N.B.***: If the Consultant consists of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter referred to as the **“Client”**) and, on the other hand, a Joint venture *[name of the Joint venture] 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 referred to as 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 referred to as 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]* funds from Agence Française de Développement **(“AFD”**) towards the cost of the Services and intends to apply a portion of these funds 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 funds, and (iii) no Party other than the Client shall derive any rights from the agreement or have any claim to the funds proceeds.

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 Appendix 1 (AFD Policy – Prohibited Practices – Environmental and Social Responsibility).
3. Appendix:

* Appendix A: Terms of Reference;
* Appendix B: Consultant’s technical Proposal (including the signed Statement of Integrity);
* Appendix C: Contract Price.

In the event of any inconsistency between the above documents, the following priority order shall prevail in their interpretation: the Conditions of Contract, including Appendix 1, Appendix A, Appendix B, and Appendix C. 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:

Done in *[Insert the city]*, on *[insert the date in the format day/month/year]*

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

*[Authorized representative]*

For and on behalf of *[name of Consultant or Joint venture]*

*[Authorized representative]*

*[***N.B.***: If the Consultant consists of several legal entities in the Joint venture, each member shall be a signatory, or only the representative shall sign, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each member of the Joint venture

*[Name of representative]*

*[Authorized representative on behalf of the members of the 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 have the following meanings:  1. **“AFD”** means Agence Française de Développement (AFD). 2. **“CC”** means the present **Conditions of Contract**. 3. **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant. 4. **“Consultant”** means a public or private entity that provides the Services to the Client under the Contract. 5. **“Contract”** means the present Contract signed by the Parties as well as all the attached documents listed in Article 1 of the Form of Contract, *i.e.*, the Conditions of Contract and the Appendix. 6. **“Applicable Law”** means the laws and regulations having the force of law in the Client’s country, or in such other country as may be specified in the Conditions of Contract (CC). 7. **“Joint venture”** means a formal or informal association, with or without a legal personality distinct from its members, in addition to a Consultant, in which one of the members, called the representative, represents all the members of the Joint venture, and who is jointly and severally liable to the Client for the performance of the Contract. 8. **“Day”** means a calendar day unless indicated otherwise. 9. **“Foreign Currency”** means any currency other than the currency of the Client’s country. 10. **“Key Expert(s)”** means any expert provided by the Consultant, whose professional qualifications, expertise, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant’s Proposal. 11. **“National Currency"** means the currency of the Client’s country. 12. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract. 13. **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them. 14. **“Experts”** means, collectively, Key Experts, Non-Key Experts of the Consultant, Subcontractors, and members of the Joint venture assigned by the Consultant to perform the Services or any part thereof under the Contract. 15. **“Services”** means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendix A and Appendix B** of the Contract. 16. **“Subcontractor”** means any natural or legal person with whom the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. |
| Relations between the Parties | Nothing contained herein shall be construed as establishing a relationship of employer and employee or of principal and agent as between the Client and the Consultant. The Consultant, subject to the Contract, has the 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 shall be governed by the laws and regulations applicable in: [*insert the name of the country*].[*N.B.: AFD-financed contracts generally indicate that the Law applicable to the Contract shall be that of the Client’s country. However, the Parties may choose for this purpose the law of another country.]* |
| Services | The Services are defined in the Terms of Reference set out in Appendix A to the Contract.The Services under the conditional phase shall be: *[In case of a conditional phase, specify the content of this phase, if there is no conditional phase, indicate “N/A”]* |
| Language | The Contract has been executed in [*insert the language – in general English*], which shall be the authentic language for all matters relating to the meaning or interpretation of the Contract, and for any notification or document that may or must be established by the Client or the Consultant pursuant to the Contract. |
| Authority of the representative of the Joint venture | In the event that the Consultant consists of a Joint venture with more than one entity, the members hereby authorize [*insert the name of the representative*] to represent the Joint venture, and to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under the Contract, including the receiving of instructions and payments from the Client.[*N.B.: If the Consultant consists of a single entity, delete the text of article 6.1 and indicate: “N/A”]* |
| Authorized representative | The representatives designated hereunder may carry out any notification required or permitted to be executed under the Contract, any document that may or must be established pursuant to the Contract, and any action permitted or required to be taken. For the Client:  *[name, title]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[email address]*  For the Consultant:  *[name, title]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[email address]* |
| Effectiveness of the Contract | The Contract shall come into force and effect on the date of signing of the Contract.There is no other condition for the entry into force [*or insert here other conditions for entry into force*]. |
| Commencement of Services | The Consultant shall confirm the availability of the Key Experts and begin carrying out the Services no later than [*insert the date]*.*[In case of a conditional phase, insert the following, otherwise indicate “N/A”]*:The trigger condition for the conditional phase is: [*insert the condition*].The deadline for triggering the conditional phase is: [*insert the date, which may be relative, for example, one month before the submission of the final report of the firm phase]*. |
| Amendment | Any amendment to the terms and conditions of the Contract, including any amendment to the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.The Parties acknowledge that the prior written consent of AFD is required for any substantial amendment to the Contract. |
| Completion of the Contract | Unless it has been terminated pursuant to the provisions of Article 12 below, the Contract shall terminate at the term of its duration, which is [*insert the number of months*]. |
| Termination | The Contract may be terminated by either Party according to the provisions set out below.By the Client:The 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):If the Consultant fails to remedy a failure in the performance of its contractual obligations within thirty (30) Days following written notification from the Client;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;If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the provisions of Article 30 below;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;If the Client, at its sole discretion and for any reason whatsoever, decides to terminate the Contract;If the Consultant fails to confirm the availability of the Key Experts.Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled to terminate the Contract, after giving fourteen (14) Days written notice to the Consultant.By the Consultant: The Consultant may terminate the Contract, by 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) hereunder:If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Article 30 below within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue;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;If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Article 30 below; orIf the Client is in material breach of its obligations pursuant to the 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 Article 12 of the Conditions of Contract hereof, or upon expiration of the Contract pursuant to Article 11 above, 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 Article 20 below, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Article 19 below, and (iv) any right which a Party may maintain under the applicable Law.Cessation of Services: Upon termination of the Contract by notice of either Party to the other pursuant to Articles 12.2 or 12.3 above, 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.Payment upon termination:Upon termination of the Contract, the Client shall make the following payments to the Consultant:Pursuant to Article 27, payments for the remuneration of the Services satisfactorily performed, as well as payments for other expenses incurred and, for unit-price (time-based) Contracts, reimbursable expenditures for expenditures actually incurred prior to the notification date of termination, andIn the case of termination pursuant to paragraphs (d) and (e) of Article 12.2.1 above, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Consultant’s Experts. |
| Performance Standards | The Consultant shall perform the Services and fulfil its obligations in a diligent, effective and cost-effective manner in accordance with professional standards and the applicable Law. It shall demonstrate sound management and use appropriate, reliable and effective techniques. In the context of the performance of the Contract, it shall always act as a faithful advisor 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 part 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 performance of the Services and shall not subcontract the whole of the Services. |
| Force Majeure | For the purposes of the Contract, “Force Majeure” means any 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 other adverse weather conditions, confiscation or any other action by government agencies.Force Majeure shall not include insufficiency of funds or failure to make any payment.The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of Contract insofar as such inability arises from an event 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 an event 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 event of Force Majeure.A Party affected by an event of Force Majeure shall notify the other Party of such 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 is required to fulfil its contractual obligations, pursuant to the Contract, 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 an event 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 additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services, orContinue with 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 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 the provisions of Article 30 below. |
| Conflict of Interest | The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.Commissions, discounts, etc.:The payment of the Consultant shall constitute the Consultant’s only payment in connection with the Contract and, subject to Article 15.3 below, the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, and shall use its best efforts to ensure that its Experts and its officers, as well as its Subcontractors and their officers, shall not receive any such additional payment.If the Consultant, as part of the Services, has the responsibility of advising the Client on procurement of any nature, it shall comply with the Client’s procurement regulations and shall protect the best interests of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.Non-participation of the Consultant and its Affiliates in certain activities: 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.Prohibition of conflicting activities: The Consultant shall not engage, and shall cause its Experts as well as its Subcontractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.Duty to disclose conflicting activities: The Consultant has an obligation, and shall ensure that its Experts and Subcontractors shall have an obligation, to disclose to the Client any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract. |
| Confidentiality | The Consultant and its Experts shall not at any time communicate any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services without prior written consent from the Client. |
| Liability of the Consultant | The following limitation of the Consultant’s Liability towards the Client will apply:Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:For any indirect or consequential loss or damage; andFor any direct loss or damage, that exceeds one time the total Contract amount.This limitation of liability shall not:Affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law. |
| Insurance to be taken out by the Consultant | Prior to the commencement of the Services, the Consultant shall take out and maintain, and shall cause its Subcontractors to take out and maintain, insurance against the risks and for the following amounts:Professional liability insurance, with a minimum coverage which should not be below the total Contract amount;Third-party insurance for motorized vehicles used by the Consultant, its Subcontractors and its Experts in the Client’s country, with a minimum coverage of [*insert the amount and currency]*;Insurance against occupational accidents covering the Consultant’s Experts and its Subcontractors, in compliance with the applicable Law, and life, health and travel insurance, or otherwise;Insurance against loss or damage suffered by (i) equipment financed in whole or in part under the Contract, (ii) property used by the Consultant for the provision of the Services, and (iii) documents prepared by the Consultant during the Services.At the Client’s request, the Consultant shall provide evidence that such insurance has been taken out and maintained and that the premiums have been paid. |
| Accounting, inspection and audit | The Consultant shall keep up-to-date accounts and documentation relating to the Service in such form and detail as will clearly identify all the expenditures and costs, and the basis on which they have been calculated. It shall ensure that its Subcontractors proceed 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 project site and examine all accounts and records relating to the submission of the Proposal and the performance of the Contract, and to have them audited by auditors appointed by AFD. |
| Ownership of documents prepared by the Consultant | All reports and information relating to the Services, such as maps, diagrams, plans, specifications, databases, other documents and software, and all material compiled or prepared by the Consultant for the Client pursuant to the Contract, shall be confidential and become and remain the absolute property of the Client. The Consultant may retain a copy of such documents and software but shall not use the same for purposes unrelated to the Contract without prior written approval from the Client. |
| Key Experts: replacement or addition | The titles, job descriptions, qualifications and time-input estimates to carry out the Services of the Consultant’s Key Experts are set out in Appendix B.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 the performance of the Contract 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 forthwith provide as a replacement a person of equivalent or better qualifications and experience, and at the same rate of remuneration.If during the performance of the Contract, additional Key Experts are required, the Consultant shall submit to the Client a copy of their 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. The rate of remuneration applicable to such new additional Key Experts shall be based on the rates for the other Key Experts with the same level of qualifications and experience. |
| Removal of Experts or Subcontractors | If the Client finds that any members of the Experts or Subcontractors have committed serious misconduct or have been charged with having committed a criminal action, or have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client’s written request, immediately provide a replacement.In the event that the Client finds that any members of the Key Experts or Subcontractors do not have the required competence or are incapable of discharging their assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.Any replacement of the Experts or Subcontractors shall possess qualifications and experience at least equivalent to the replaced Expert and shall be acceptable to the Client. |
| Obligations of the Client | The Client shall make payments to the Consultant for the Services performed under the Contract in accordance with the provisions of Article 24 below. |
| Ceiling amount (time-based) and Contract price (lump-sum) | In the case of a **unit price Contract** (time-based), payments under the Contract shall not exceed the Contract ceilings. For any payments in excess of the ceilings required to be paid to the Consultant, an amendment to the Contract shall be signed by the Parties.In the case of a **lump-sum Contract**, the Contract price (lump-sum) is fixed. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference in Appendix A through an amendment to be signed by the Parties.The Contract is: *[lump-sum OR unit-price (time-based]*The Contract price (lump-sum) or Contract ceiling (time-based) is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert the amount(s) and currency(ies)]* exclusive of the local applicable taxes, duties and fees referred to in Article 25.1.[*In the case of a conditional phase, indicate separately the amount of the firm phase and the amount of the conditional phase*.]The amount of the applicable taxes, duties and fees referred to in Article 25.1. and due under the Contract for the Services provided by the Consultant shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert the amount resulting from the negotiations based on the estimate provided by the Consultant in its financial Proposal*]. |
| Taxes, duties and fees | The payment of the taxes, duties and fees applicable to the Contract is specified in the table below.*[select the applicable options.]*  | **Applicable taxes, duties and fees** | **Rate (percentage)** | **Payment Term** *[fill in the applicable boxes]* | | | | --- | --- | --- | --- | --- | | 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**  *[Note: the cells in grey should not be completed. For each line, one cell only should be filled in.]* | | | | | | **Value Added Tax (VAT) or equivalent** | | | | | | Invoices from the 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 on the Consultant’s invoices based outside the Client’s country** | | | | | | Invoices from the Consultant/Joint venture member based outside the Client’s country | … % | *[yes/no]* | N/A | *[yes/no]* | | **Contract Registration Fees(1)** | | | | | | Contract registration fees | … % | *[yes/no]* | *[yes/no]* | *[yes/no]* | | **Customs duties** | | | | | | 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  [S*pecify as needed]* | [...] | *[yes/no]* | *[yes/no]* | *[yes/no]* |   (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 shall refer to the rates in effect in the Client’s country by category of equipment, materials and supplies.  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 signing 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 imported into the Client’s country by the Consultant or its Subcontractors for the purpose of carrying out the Services and which, after having been imported, will be subsequently re-exported by the Consultant; * Any property imported 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 re-exported by them upon their respective departure from the Client’s country, provided that:  1. The Consultant, its Subcontractors and their Experts 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 re-export such property imported free of duties and taxes but dispose of it in the Client's country, (i) shall bear the cost of such duties and taxes in compliance with the regulations of the Client’s country, or (ii) shall reimburse them to the Client if such duties and taxes were paid by the Client at the time the said property was brought into the Client’s country. |
| Remuneration and other expenses (time-based Contract only) | The Client shall pay to the Consultant (i) remuneration that shall 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 including reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.All payments shall be at the rates set out in Appendix C, on the basis of eight (8) hours worked per day and twenty-two (22) Days worked per month.The remuneration comprises: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts, as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by headquarters staff that is not included in the list of Experts in Appendix B, (iii) the Consultant’s profit, and (iv) any other cost. |
| Mode of billing and payment | All payments shall be made in the currency of the Contract indicated in Article 24.4 above.Itemized invoices (unit-price/time-based Contracts)The Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by copies of the invoices, timesheets, the receipts, or other appropriate supporting documents every \_\_\_\_\_\_ [*insert, for example, “month” or “quarter”]*, no later than 20 Days after the end of [*insert the same frequency, “month” or “quarter”*].Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately.The Client shall pay the amounts corresponding to the Consultant’s itemized invoices within sixty (60) Days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment.Lump-sum instalment payments (lump-sum Contracts)The payment schedule shall be as follows:  * 1. \_\_\_% of the Contract Price shall be paid upon receipt of the Inception Report;   2. \_\_\_% of the Contract Price shall be paid upon receipt of satisfactory [*detail the reports*] reports;   3. \_\_\_% of the Contract Price shall be paid upon receipt of satisfactory [*detail the reports*] reports;   4. [*add terms of payment if necessary]*   5. \_\_\_% of the Contract Price shall be paid upon approval of the Final Report.   *[Check that the total amount of payments by instalment is equal to the Contract Price indicated in Article 24.4 above.]* *[In the case of conditional phases, specify the payment schedule for the conditional phase.]*Payment shall be made for deliverables approved by the Client. The Client shall have a maximum of thirty (30) Days to make any comments which the Consultant shall promptly take into account.The Client shall pay the Consultant’s invoice within sixty (60) Days from the receipt of the deliverable(s) and the corresponding invoice.Final payment: The final payment shall be made only after the report entitled “Final Report” and the invoice entitled “Final Invoice” shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client within sixty (60) calendar days after receipt by the Client unless the Client, within such period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the Final Report, or Final Invoice. The Consultant shall thereupon promptly make any necessary changes and corrections, and thereafter the foregoing process shall be repeated.All payments shall be made to the following bank account of the Consultant:*[insert the account details]* |
| Interest on late payments | Should the Client fail to pay the amounts owed to the Consultant within fifteen (15) Days after the due date set out in Article 27 of the Conditions of Contract, interest shall be paid to the Consultant for each day of delay at the annual rate of *[insert the rate].* |
| Damages | Should the Consultant fail to comply with the Contract requirements, the Client shall be entitled to apply damages. In particular, a late delivery penalty of [*insert an amount, for example, €100 per day]* for each day of delay of the expected deliverable shall be applied. *[insert other penalties where appropriate].*The total amount of the damages applied shall not exceed 10% of the Contract amount. |
| Settlement of disputes | Amicable settlement: The Parties shall seek to amicably settle any dispute arising from the interpretation or performance of the Contract. In the event that one of the Parties objects to an action or absence of action by the other Party, the first may notify the second of the grounds for the dispute in writing, providing all necessary details. The Party who is notified of the dispute shall examine the dispute and respond in writing within fourteen (14) Days from receipt of the notification. If no response is received within this time, or if the dispute cannot be resolved within fourteen (14) Days of the response, Article 30.2 shall apply.Mediation : In the absence of an amicable settlement confirmed as satisfactory by both Parties within 3 months from the first written notification mentioned in Article 30.1, the Parties may, by mutual agreement, attempt to settle the dispute by mediation. The mediator is appointed by [*insert mediation service*] and this appointment decision is binding on the Parties. The costs of mediation and the services of the mediator are borne equally by the Parties. *Note: Mediation services are offered by the International Chamber of Commerce (ICC) www.iccwbo.org or the Centre for Effective Dispute Resolution (CEDR), www.cedr.com or the International Institute of Mediation (IIM), https://imimediation.org/, the International Federation of Consulting Engineers (FIDIC)* [*www.fidic.org*](http://www.fidic.org) Rules of arbitration: Any dispute, controversy or claim resulting from or relating to the present Contract, or to a breach, termination, or invalidation of such Contract, and that cannot be settled through a mediation, shall be settled by arbitration in accordance with the arbitration rules of UNCITRAL (United Nations Commission on International Trade Law) in force on the date of the contract.Miscellaneous: In the case of arbitration proceedings settled under the provisions of the present Article:The Parties shall agree to appoint a sole arbitrator who shall be an internationally recognized expert with extensive experience in relation to the matter in dispute;The Proceedings shall be held in *[select a country which is neither the Client’s country nor the Consultant’s country*];*[Insert the language selected]* shall be the official language for all purposes; andThe decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction. The Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

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# Appendix to the Conditions of Contract

## APPENDIX 1 – Rules on Fraud and Corruption and Environmental and Social Responsibility

*[[The content of the APPENDIX 1 – Rules on Fraud and Corruption and Environmental and Social Responsibility depends on the signing date of the AFD Financing Agreement which 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 Appendix 1to 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 only keep the 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[[21]](#footnote-21) 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[[22]](#footnote-22) 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 recognized 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 labor standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (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 of the Appendix 1 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 only keep the 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, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”[[23]](#footnote-23) available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”[[24]](#footnote-24).

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[[25]](#footnote-25) or any of its subcontractors, Directors[[26]](#footnote-26), 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, including 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 email, to the address [investigationsGroupeAFD@tutanota.com](mailto: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]*

## APPENDIX A - Terms of Reference and Scope of Services

1. Background and rationale of the Services;
2. Objectives of the Services;
3. Content of the Services;
4. Requirements regarding the team;
5. Time schedule for the Services;
6. Reports/deliverables to be provided by the Consultant;
7. Contribution of Client and counterpart Personnel.

## APPENDIX B – Consultant’s Technical Proposal

*[Insert the Consultant’s methodology and detailed CVs.]*

## APPENDIX C – Contract Price

*[Indicate: The Contract is a lump-sum Contract or the Contract is a unit-price/time-based Contract, as indicated in article 24.4 of the Contract]*

**Contract Amount**

*[Include the tables from the Financial Proposal after negotiation with the Consultant]*

FIN-2: Summary of Costs

FIN-3: Breakdown of Remuneration

FIN-4: Breakdown of Other Expenses

1. 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-1)
2. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-2)
3. 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-3)
4. 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-4)
5. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-5)
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-6)
7. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-7)
8. 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-8)
9. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities and specify the action required for each stage, the assignment times and the times at home (where appropriate), and the delivery of reports. [↑](#footnote-ref-9)
10. The duration of activities shall be indicated in the form of a bar chart. [↑](#footnote-ref-10)
11. Include a legend, if necessary, to help read the chart. [↑](#footnote-ref-11)
12. “Home” means work at the office in the expert’s country of residence. [↑](#footnote-ref-12)
13. “Field” means work carried out in the Client’s country or any other country outside the expert’s country of residence. [↑](#footnote-ref-13)
14. For Key Experts, the input should be indicated for each position as identified in the Letter of Instructions for Consultants (article 12). [↑](#footnote-ref-14)
15. Taxes, duties and fees to be excluded from the financial Proposal and presented separately are indicated in Article 25 of the Contract. [↑](#footnote-ref-15)
16. List here the taxes, duties and fees to be presented separately according to Article 25 of the Contract. [↑](#footnote-ref-16)
17. Insert here the amount (A) to be added to the Total Price excluding taxes 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 of the Financial Proposal (P). Normally, A=P\*(WT%/(1-WT%)), e.g., A=P\*(0.15/(1-0.15)). [↑](#footnote-ref-17)
18. Add lines if there are other taxes, such as a fee to the regulatory body for public procurement, custom duties or other. [↑](#footnote-ref-18)
19. For time-based Contracts, specify whether the expenses are reimbursed on the basis of the actual cost (reimbursable) or on the basis of the unit price indicated (lump-sum). [↑](#footnote-ref-19)
20. 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-20)
21. 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-21)
22. Means any natural Person other than a Public Officer. [↑](#footnote-ref-22)
23. For more information, this Policy is available on the following link: https://www.afd.fr/en/combating-corruption [↑](#footnote-ref-23)
24. For more information, the Procurement Guidelines are available on the following link: https://www.afd.fr/en/bid-invitations-and-procurement [↑](#footnote-ref-24)
25. Means any natural or legal person, as well as any association or group of several such persons. [↑](#footnote-ref-25)
26. 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-26)