



EAC SCHOLARSHIP PROGRAMME

REQUEST FOR PROPOSALS

FOR PROCUREMENT OF CONSULTANCY SERVICES FOR MID-TERM EVALUATION OF THE EAC SCHOLARSHIP PROGRAMME

Funded by: The Federal Republic of Germany through The German Development Bank-KfW

KfW Reference number: 2017 67 896

Procurement Ref No: IUCEA/PRO/CONS/24-25/002

Procurement Method: National Competitive Bidding (East Africa)

Date of issue: Saturday, 8th March 2025

Part 2: Statement of Requirements

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Part 2: Statement of Requirements

IUCEA Standard Invitation to Consultants

Invitation to bid for Consultancy Services for Mid-Term Evaluation of the EAC Scholarship Programme - IUCEA/PRO/CONS/24-25/002

1. IUCEA has allocated funds to be used for the acquisition of **Consultancy Services for Mid-Term Evaluation of the EAC Scholarship Programme**.
2. IUCEA now invites sealed proposals for the provision of the above services.
3. Bidding will be conducted hybrid in accordance with KfW Development Bank guidelines for the procurement of consultancy services in Financial Cooperations with Partner Countries and using IUCEA templates like RFP for simple consultancy services were necessary.
4. The invitation for bidding has been published in *The East African newspaper* that circulates in the EAC partner states.
5. You may obtain further information and inspect the proposal documents at the address given below at 8(a) **from 8:00am to 5:00 pm**.
6. Proposals must be delivered physically to the address indicated in the Special Conditions, Article 1.4 (page 48) on or before **Friday 28th March 2025 at 3:00 pm**. All proposals must be accompanied by a proposal securing declaration which must be valid for **120 working days** from the date of proposal submission.

Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8(d) on **Friday 28th March 2025 at 3:30 pm**.
7. There shall be no pre-proposal meeting conference.
8. (a) RFP Document may be inspected at: Procurement Unit.
(b) RFP Document has been uploaded on IUCEA website: www.iucea.org
(c) Proposals must be delivered to: IUCEA Reception
(d) Address of Proposal Opening: IUCEA board Room, First floor
9. Please inform us, upon receipt:
 - (a) that you received this letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.
10. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
a	Notice publication in <i>The East African Newspaper</i>	Saturday 08/03/2025
b	Proposal closing date	Friday 28/03/2025
c	Evaluation process	Monday 28/04/2025
d	Display and communication of best evaluated bidder notice	Monday 12/05/2025
e	Contract Signature	Thursday 22/05/2025

Signature:

Name:

Position of Authorised Official:

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Section 1: Instructions to Consultants

Procurement Reference Number: **IUCEA/PRO/CONS/24-25/002**

Preparation of Proposals: You are requested to submit separate technical and financial proposals, as detailed below. The standard forms in this RFP may be retyped for completion but the Consultant is responsible for their accurate reproduction.

You are advised to carefully read the complete Request for Proposals document, including the Special Conditions of Contract in Part 3: Contract, before preparing your proposal.

You may submit clarification requests in writing to pbanura@iucea.org with a copy to drwehera@iucea.org, up to 14 days before the bid submission deadline; clarifications will be provided no later than 10 days before the submission deadline.

Where an electronic copy of the Request for Proposals Document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail

Preparation of Technical Proposals: Technical proposals should contain the following documents and information:

- i) Detailed profile of the applicant, indicative of previous relevant experience;
- ii) References from clients on similar assignments;
- iii) At least a copy of a report of a recently completed similar assignment with an international institution;
- iv) Declaration of Undertaking here below; and
- v) Any other information relevant to these TORs.

Preparation of the Financial Proposal: the Financial Proposal shall include a detailed breakdown of costs, specifying daily rates of each consultant, number of days, and estimated expenses.

The price shall comprise:

- (a) fees,
- (b) reimbursables,
- (c) miscellaneous costs.

Notes:

- 1) *The Financial Proposal shall be exclusive of taxes, duties and levies in accordance with KfW Procurement Guidelines. However, statutory taxes, duties and levies may be quoted separately in the financial proposal.*
- 2) *At the time of publishing this tender it is expected that the Consultant, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract (e.g. VAT or withholding tax on revenue or income generated through the Contract). For the sake of clarity, local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-consultants and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration. The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant. The applicable taxes and duties under the contract shall be clarified with the successful bidder during the pre-award meeting.*

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- 3) *No financial information shall be included in the technical envelope. If financial information is included in the technical envelope, the bid will automatically be disqualified.*

Validity of Proposals: Proposals must remain valid for **120 working days from the deadline submission date (28th March 2025) of the proposal.**

Sealing and marking of Proposals: The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Consultant's name, IUCEA address, and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Consultant's name and the name of the IUCEA. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected and bear a warning not to open before the time and date for proposal opening.

Submission of Proposals: Consultants/firms meeting the above requirements are invited to submit proposals as follows:

- **Technical Proposal** detailing how the team meets the requirements above; understands and interprets the assignment's purpose and objectives; the proposed approach and methodology; CVs of all proposed team members; Contact information for three references who can attest to the firm/consultants' experience and expertise as it relates to this assignment.

In support of their experience, the bidders are required to include the following information in their applications:

- i) Detailed profile of the applicant, indicative of previous relevant experience;
 - ii) References from clients on similar assignments;
 - iii) At least a copy of a report of a recently completed similar assignment with an international institution; and
 - iv) Any other information relevant to these TORs.
- **Financial Proposal** detailing the breakdown of costs, including daily man-hours and rates of each consultant, number of days and estimated expenses.

Please submit your proposals indicating in the subject line: **EACSP MIDTERM EVALUATION** to the address indicated in the Special Conditions, Article 1.4 (page 48) by 28th March 2025 at 17:00 hrs.

Any proposal received by IUCEA after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

Opening of Proposals: Technical Proposals will be opened in public by IUCEA at the time, date and address shown above for submission of proposals. A record of the opening will be posted on the IUCEA website within **four working days of the opening if deemed necessary.** Financial Proposals will be kept unopened, and the evaluation committee shall have no access to financial information until the detailed technical evaluation is concluded and no objection of the technical evaluation report from KfW is received.

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Evaluation of Proposals: The evaluation of Proposals will use the **quality and cost-based selection** methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Proposals on a pass/fail basis;
2. Detailed evaluation to assess the technical quality of bids against the criteria in the Terms of Reference in the invitation and determine their total technical score using a merit point system indicated in this RPR document;
3. Financial comparison of those bidders who were substantially responsive and met the minimum qualifying mark will be opened and a financial comparison carried out to examine financial bids and determine the financial score of each bid and to determine the best evaluated bid. Please note that the financial comparison shall be based on net bid prices excluding taxes.
4. Technical and financial scores will be combined, using the weightings given in the invitation, to give a total score for each bid. The bidder with the highest total score will be ranked first and recommended for contract award, subject to any negotiations required.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. Not be insolvent, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
2. not have had your business activities suspended;
3. have fulfilled your obligations to pay taxes and social security contributions;
4. have the nationality of an eligible country, as defined in the Special Conditions of Contract;
5. not to have a conflict of interest in relation to this procurement requirement; and
6. not to be subject to suspension by IUCEA, EAC or other international financial institutions.

Nationality of Personnel: The consultant to be employed under any resulting contract shall have the nationality of an eligible country as defined in the Special Conditions of Contract. Any related supplies, services or works purchased under any resulting contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

Technical Criteria: Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

The proposals will be assessed by a cost and quality principle in the following manner.

Proposal assessment grid of the technical proposals

1. Specific relevant experience	30%
1.1 Experience in implementing similar projects 20 1.2 Experience with working conditions in sub-Saharan region 10 <i>(Submit supporting documents such as completion certificates, recommendation letters from clients for at least 3 similar assignments and sample report)</i>	
2. Understanding of the assignment with a clear Work Plan	15%
3. Organization and staffing	30%
Key Personnel:	

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Team Leader/ Education Expert.....	7.5
Monitoring and Evaluation Expert	7.5
Statistician.....	5
Social scientist/ Gender Expert.....	5
Back-up services/ non-key Personnel:	5
4. Technical approach and methodology	10%
5. Quality control and management	5%
6. Challenges and mitigation strategies	5%
7. Logistics	5%
Total technical Score	100%

The minimum technical score is 75% to qualify for financial evaluation.

Determination of Technical Score

The technical score (*St*) for each bid shall be determined against the criteria detailed above.

The minimum technical score required to pass the technical evaluation is: **75** points. Bids scoring less than this will be rejected.

Financial Comparison Criteria

Costs to be included, in the evaluated price are:-

- (a) fees,
- (b) reimbursable,
- (c) miscellaneous costs.

Margin of Preference

A Margin of Preference **shall not** apply.

Determination of Financial Score

To determine financial scores for each bid, the lowest priced bid shall be given a financial score of 100, and other bids shall, by application of the following formulae be given a score proportionate to this:

$$Sf = 100 \times Fm / F \quad \text{in which:}$$

Sf denotes the financial score of the bid under consideration;

Fm is the price of the lowest price bid that passed the technical evaluation;

F denotes the price of the bid under consideration.

Determination of Combined Technical and Financial Scores

Proposals shall be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weightings.

$$S = (St \times T \%) + (Sf \times P \%) \quad \text{where } S \text{ is the combined technical and financial score}$$

The weights given to the scores of the Technical and Financial Bids are:

T = **80** denotes the weight given to the Technical Proposal; and

P = **20** denotes the weight given to the Financial Proposal;

Financial Criteria:

Currency: Proposals shall be priced in United States Dollars.

The currency of evaluation will be United States Dollars.

Best Evaluated Bid: The best evaluated bid will be the one with the highest combined scoring and shall be recommended for award of contract. IUCEA shall issue a Notice of Best Evaluated Bidder within 5 working days from the decision of the Procurement Committee to award a

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contract and from KfW no-objection to the financial and combined evaluation report as well as the contract, place such notice on the IUCEA website for the prescribed period, and inform all the other bidders prior to proceeding with contract award.

Award of contract: Award of contract shall be by placement of an Agreement in accordance with Part 3: Contract. IUCEA shall not award a contract to the best evaluated bidder until the lapse of ten days after the date of display of the Notice of Best Evaluated Bidder.

Right to Review: Consultants may seek administrative review by the Executive Secretary in accordance with the IUCEA Procurement Manual if they are aggrieved with IUCEA's.

Right to Reject: IUCEA reserves the right to accept or reject any proposal or to cancel the procurement process and reject all proposals at any time prior to contract signature and issue by IUCEA, without incurring any liability to Consultants.

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Section 2: Technical Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your technical proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.]

Proposal Addressed to:	
Date of Technical Proposal:	
Procurement Reference Number:	IUCEA/PRO/CONS/24-25/002
Subject of Procurement:	

I/We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

I/We confirm that I/we are eligible to participate in IUCEA procurements and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

I/We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the Authority. *[Consultants who are not registered or whose subcontractors are not registered should amend the statement to reflect their status].*

I/We have signed and undertake to abide by the IUCEA Procurement Code of Ethics during the procurement process and the execution of any resulting contract;

My/Our proposal shall be valid until _____ *[insert date, month and year]* and it shall remain binding upon us and may be accepted at any time before or on that date;

I/We enclose a separately sealed financial proposal.

Technical Proposal Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address: _____

IUCEA PROCUREMENT CODE OF ETHICS

1. Ethical Principles

- Bidders and providers shall at all times-
 - (a) maintain integrity and independence in their professional judgement and conduct;
 - (b) comply with the provisions of both:
 - i. the IUCEA Procurement Manual; and

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- ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with IUCEA. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of IUCEA that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Bidders and providers shall not offer or give anything of value to influence the action of any IUCEA official in the procurement process or in contract execution.
- (2) Bidders and providers shall not ask a public official to do anything which is inconsistent with the IUCEA Financial Rules & Regulations, and the Procurement Code of Ethics.

7. Fraudulent Practices

Bidders and providers shall not:

- (a) collude with other businesses and organisations with the intention of depriving IUCEA of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of IUCEA; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of IUCEA;
- (f) withholding information from IUCEA during contract execution to the detriment of IUCEA.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF CONSULTANT

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Section 3: Declaration of Undertaking

[Complete this form with all the requested details and submit it together with the technical proposal]

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;*

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

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- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

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risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

- 7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
- 8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....
(Place) (Date)

.....
(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....
(Place) (Date)

.....
(Name of the person)

.....
(Signature)

Part 2: Statement of Requirements

Section 4: Financial Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency or currencies permitted in the instructions above.]

Proposal Addressed to:	
Date of Financial Proposal:	
Procurement Reference Number:	IUCEA/PRO/CONS/24-25/002
Subject of Procurement:	

The total price of our proposal excluding taxes is:

The total price of our proposal inclusive of taxes is:

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Financial Proposal Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address: _____

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Breakdown of Lump Sum Price

[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below.]

Procurement Reference Number: **IUCEA/PRO/CONS/24-25/002**

Purchase Order Serial Number: _____

[Purchase Order Serial Number to be completed in the event of award of contract only]

CURRENCY OF COSTS: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
TOTAL:				

REIMBURSABLE AND MISCELLANEOUS COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL excluding taxes:				
Applicable taxes and duties:				
Note: The evaluation of the financial offer shall exclude taxes and duties in accordance with the Project financing agreement				

TOTAL LUMP SUM PRICE IN CURRENCY: _____

Breakdown of Lump Sum Price Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of: _____ (DD/MM/YY)

Company: _____

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Terms of Reference

Procurement Reference Number: **IUCEA/PRO/CONS/24-25/002**

Project Name	The EAC Scholarship Programme (Leadership to foster Regional Integration)
Funded by	The Federal Republic of Germany through The German Development Bank-KfW
Recipient	The East African Community (EAC) Secretariat
Project Executing Agency	The Inter-University Council for East Africa (IUCEA)
Phase of Implementation	Phase I
Duration	2018 – 2026
Location of Implementation	<ul style="list-style-type: none">▪ Students: Burundi, Kenya, Rwanda, South Sudan, Tanzania, Uganda▪ Universities: Kenya, Rwanda, Tanzania, Uganda
KfW- Reference No	2017 67 896

Part 2: Statement of Requirements

1.0 Introduction

The EAC Scholarship Programme (EACSP) is an initiative of the East African Community (EAC) and the Federal Republic of Germany, which began in 2018. The programme is intended to contribute towards the promotion of the EAC's Regional Integration agenda by supporting postgraduate students and their role in fostering awareness for the East African integration process and creating change agents.

The programme will achieve this through intervention in the following three components:

1. 'Scholarships'. This is financial support to academically excellent but poor and disadvantaged Master's students in the fields of Mathematics, Engineering, Informatics, Science, Technology and Business Science within the EAC Region. The Scholarship programme includes a minimum of 30 percent female students to support women's participation.
2. 'Extra-curricular activities'. These could be networking events with different players from the EAC in politics or economy, trainings on regional integration topics or other subject-based seminars focusing on emerging priorities within the EAC Region; and
3. 'Training for EAC employees'. These are extra-occupational training for EAC employees and staff of the affiliated ministries in the Partner States, based on the need to implement the four pillars of Regional Integration strategy, namely customs union, common market, monetary union and political federation.

The first phase of the programme consists of 3 cohorts of students hosted by 11 universities spread across Kenya, Rwanda, Uganda and the United Republic of Tanzania.

The programme is managed by IUCEA (Project- -Executing Agency) and Adroit Consult International (Project Implementation Consultant) in collaboration with KfW, the German Development Bank.

About IUCEA

The Inter-University Council for East Africa (IUCEA) is a strategic institution of the East African Community responsible for coordinating the development of human resources and research in the EAC Higher Education Institutions. The main objectives of IUCEA are to (i) facilitate networking among universities in East Africa, and with universities outside the region; (ii) provide a forum for discussion on a wide range of academic and other matters relating to higher education in East Africa; and (iii) facilitate maintenance of internationally comparable education standards in East Africa to promote the region's global competitiveness in higher education.

Vision of the EAC Scholarship Programme: Leadership to foster Regional Integration

Regional integration of East Africa is desired and appreciated by the citizens of partner states. Fast-tracking the East African Political Federation and more recently the move to a confederation is ongoing. The prospects of regional integration are well known: economies of scale, comparative advantage out of pooling resources together, creation of bigger markets, cost-effective infrastructure and administration, quick central decision making; and harnessed social benefits such as conservation of East Africa's cultural heritages, use of common language, peaceful coexistence and good neighborhoods. Nurturing leadership through education training (particularly higher education) therefore is critical for integration and a contribution to realize the benefits.

Part 2: Statement of Requirements

2.0 Purpose of the Assignment

IUCEA is seeking an external team of consultants or firms to undertake a midterm evaluation of the programme. The evaluation should clarify whether the current concept (including fees and stipends) and support measures are sufficient to achieve a diverse and highly qualified learning population (regional, gender, professional background, marginalized communities). In case major shortfalls are identified, adaptations to the Project are to be defined between EAC, IUCEA and KfW.

The key objectives of the assignment are as follows:

- 1) To assess the performance of implemented activities and results of the programme.
- 2) To identify key achievements made by the programme.
- 3) Document the lessons and best practices of the programme. The evaluation will provide evidence-based findings to inform operational and strategic decision-making.

3.0 Scope of the Assignment

The midterm evaluation will focus exclusively on Phase 1 of the EACSP and its three Programme areas from its inception in 2019 to the present.

The evaluation seeks to answer the following five (5) questions:

1. Relevance: Did the Scholarship Programme do the right things?

- To what extent did the Scholarship Programme address the needs of its beneficiaries?
- To what extent did the Scholarship Programme address the development needs of East Africa, specifically in terms of increasing the human capital in STEM and employment of East African youth?

2. Effectiveness: Did the Scholarship Programme do what it said it would do (incl. EAC Training)?

- To what extent were the intended objectives achieved?
- To what extent were the intended outputs attained?

3. Efficiency: Did the Scholarship Programme do it well?

- How effectively was the Programme managed?
- How adequate were the monitoring & evaluation mechanisms?
- How appropriate were the Programme delivery modalities?

4. Impact: What difference did the Scholarship Programme make?

- To what extent is the Programme achieving its overall goal of fostering awareness for the East African integration process and creating
- To what extent has the Programme produced change and what were the key contributing factors?
- What was the specific impact of the programme on the Scholarship beneficiaries themselves? What has been the trajectory of the first cohort of beneficiaries after the scholarship and what influence did the Programme have on this?
- What policy changes in the EAC, if any, were provoked by the Scholarship Programme?

5. Lessons Learnt and Recommendation: Considering the findings above, what should subsequent phases of the EACSP look like?

- What are the recommended objectives, outcomes, and outputs for subsequent phases?
- What should the key areas of focus and activities be?

Part 2: Statement of Requirements

- What capacity is needed to effectively manage and implement subsequent phases?

4.0 Approach and Methodology

The evaluation will require a variety of data collection and analysis tools and methodologies for both qualitative and quantitative data to ensure a comprehensive evaluation exercise. This could include, but is not limited to, basic data collection tools such as interviews, focus group discussions, observation, surveys, and secondary data and information sources. Participatory methodologies could include the Most Significant Change technique, contribution analysis, and tracer studies. In the analysis of the data and information collected from various sources, triangulation will be important to ensure reliability and credibility.

5.0 Consultant's Tasks and Deliverables

5.1 Tasks

The consultant(s)/firm will undertake the following tasks:

1. Review Project Documentation
2. Develop an Inception Report
3. Design Data Collection Tools
4. Conduct Data Collection
5. Analyze Data
6. Draft Midterm Evaluation Report
7. Facilitate Validation Sessions
8. Document Most Significant Change Stories
9. Incorporate Feedback and Finalize Report
10. Submit Final Midterm Evaluation Report

5.2 Deliverables

The selected consultant(s)/firm will be expected to produce the following deliverables:

- a) Inception report** detailing the proposed approach to the evaluation. The inception report will demonstrate the consultants/firm's understanding and interpretation of the assignment's purpose and objectives and include a detailed work plan, methodology, and draft outline for the evaluation report.
- b) Draft Midterm Evaluation Report** presenting the consultants/firm's analysis, findings, conclusions and recommendations.
- c) Validation session/meeting** where the consultants/firm will present their evaluation findings and proposed Programme design for subsequent Phases to stakeholders and facilitate a discussion for reflection, validation and feedback.
- d) Most Significant Change stories** that demonstrate the tangible impact of the Scholarship Programme.
- e) Final Midterm Evaluation Report** – This will incorporate feedback from the validation workshop.

6.0 Qualifications and Competencies Required

The team must demonstrate significant experience in designing, developing and evaluating complex scholarship Programmes, ideally in the fields of higher education, teacher training, work-integrated learning, leadership development, and/or STEM. The consultants/firms should indicate the relevant experience in doing similar work and should have the following qualifications.

- 1. Team Leader/ Education Expert with a master's degree in any field of STEM**

The expert should have:

Part 2: Statement of Requirements

- Demonstrable expertise and 10 years' experience in conducting Midterm or Endline surveys, especially of similar projects,
- Experience in conducting midterm review evaluations/research exercises for scholarship Programmes,
- Ability to deliver agreed outputs on time and budget,
- Ability to respond to comments and questions in a timely, professional manner,
- Understanding of safeguarding and ethical issues and sensitivities required when working with vulnerable groups in conflict settings.
- Demonstrated ability to form and manage teams effectively
- Familiarity with the EAC post-graduation training system

2. Monitoring and Evaluation Expert

- A minimum qualification of a Master's in relevant training and qualifications. A postgraduate diploma in Monitoring and Evaluation is a must.
- Track record of 5 years in developing and conducting qualitative and quantitative data collection, analysis, and Reporting.
- Proficiency in English language.
- Excellent and demonstrated understanding of ethical issues in research and ability to work on a common paper for peer review.
- Demonstrated knowledge and experience in writing survey and evaluation reports in similar Programmes
- Ability to establish strong working relationships with multiple stakeholders.

3. Statistician

- The statistician must have a minimum of a master's degree in statistics. Additional training in M&E would be an added advantage.
- A minimum of 5 years' experience in planning and conducting M&E surveys, baseline and evaluation studies for reputable organizations including contactable addresses for the organizations that the service provider has supported (phone contact or email address)
- At least 3 years of practical experience in using modern statistical tools/packages for data analysis

4. Social scientist/ Gender Expert

- The expert must have a minimum of a master's degree in a relevant field.
- A minimum of 5 years' experience in planning and conducting social development and gender-related surveys, baseline and evaluation studies.
- Specific experience in gender analysis, gender mainstreaming and women's participation.

5. Non-key personnel

- Should have advanced degree in fields relevant to the consultancy, such as Social Sciences, Education, Statistics or another relevant discipline. Additional certifications in data collection, research methods or Monitoring and Evaluation (M&E) are advantageous.
- Previous work experience supporting data collection for surveys, baseline assessments or evaluations. Familiarity with scholarship programmes or higher education projects is beneficial.
- Relevant skills and expertise (data collection, analytical, evaluation, etc)

Part 2: Statement of Requirements

7.0 Timeline

The assignment is planned to be concluded within 40 working days from the agreed start date during Negotiations. All tasks and deliverables are to be scheduled within that timeframe.

SN	Activity	Deliverables	Number of Days
1	Kick-off meeting		1
2	Compilation and review of Project documents		4
3	Development and presentation of an Inception report and designing data collection tools detailing the consultant's understanding of the task and the methodology to be employed to complete the task	Inception report	5
4	Data collection & Development of Draft Report	Draft report	14
5	Validation session (with all university coordinators)	Report of the session	3
6	Submit the draft report to the client (IUCEA)	Draft report	3
7	Validation session with IUCEA Management	Report of the session	7
8	Submit the final report to the client (IUCEA)	Final report	3
	Total Working Days		40

Part 3: Contract format

CONSULTING CONTRACT

dated

[•]

between

Inter- University Council for East Africa
– hereinafter referred to as the “**Employer**” –

and

[•]

– hereinafter referred to as the “**Consultant**” –

For Consultancy services to carry out the “MID-TERM REVIEW”

Relating to project ‘EAC SCHOLARSHIP PROGRAMME (LEADERSHIP TO FOSTER REGIONAL INTEGRATION)’, BMZ NO. 2017 67 896

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Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

General Conditions

General Provisions

1.1

DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

“Agreed Remuneration” means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

“Commencement Date” has the meaning given to such term in the Special Conditions.

“Completion Period” means the period for the completion of the Services as set out in the Special Conditions.

“Consulting Contract” means this contract for consulting services, including its Preamble and its Annexes^{5, 6}.

“Contract Value” has the meaning given to such term in the Special Conditions.

“Country” has the meaning given to such term in the Special Conditions.

“Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations

⁵ If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

⁶ In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

“Foreign Currency” means any currency other than the Local Currency.

“Foreign Staff” means the staff who do not hold the citizenship of the Country.

“Funding Agreement” means the *[loan agreement / financing agreement] entered into between KfW and [the Employer] to wholly or partly finances the Services.*

“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

“Local Currency” has the meaning given to such term in the Special Conditions.

“Other Costs” means the additional costs of the Consultant to the extent agreed in the Special Conditions.

“Parties” means the Employer and the Consultant.

“Project” means the project specified in the Special Conditions.

“Services” means the contractual services described in **Annex 3** (*Terms of Reference plus Tender Documents*), **Annex 9** (*the Consultant’s Bid*) and Paragraph 3.1 ‘*Scope of Services*’, including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 ‘*Standard and Special Services*’.

“Special Conditions” means the terms and conditions set out under the header “Part II: Special Conditions” of this Consulting Contract.

“Standards” means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

“Written” or **“in writing”** means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

**1.2
INTERPRETATION**

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a **"director"** include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this **"Consulting Contract"** or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.7 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.8 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

**1.3
RANKING AND ORDER**

- 1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.
- 1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.
- 1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

**1.4
COMMUNICATION
AND LANGUAGE**

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

**1.5
GOVERNING LAW**

This Consulting Contract is governed by the laws specified in the Special Conditions.

**1.6
ENTRY INTO FORCE
AND EFFECT**

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions precedent to the first disbursement under the Funding Agreement

have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

**1.7
MEASUREMENTS AND
STANDARDS**

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

**1.8
ASSIGNMENT AND
SUB-CONTRACTING**

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

**1.9
COPYRIGHT AND
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10
OWNERSHIP OF
DOCUMENTS AND
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the

performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11
CONFIDENTIALITY
AND PUBLICATION**

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
- (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- (c) the disclosure of which is:
 - i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
 - ii. required pursuant to any applicable law or regulation; or
 - iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

**1.12
CONDUCT**

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

1.13 SANCTIONABLE PRACTICE

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Sanctionable Practice;
and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their

	knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

**1.14
SOCIAL AND
ENVIRONMENTAL
RESPONSIBILITY**

The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with the Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) as outlined in KfW's Sustainability Guideline (October 01, 2019 as amended from time to time) and, consequently:

where relevant, implement any environmental and social and health and safety risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the Employer and/or KfW. The Consultant will report on the status of implementation of ESHS measures and plan items as contractually agreed.

**1.15
REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments to the extra account of the Employer specified in the Special Conditions.

**1.16
SEVERABILITY AND
WRITTEN FORM**

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17
ROLE OF KfW**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

Paragraph 2 The Employer

2.1 INFORMATION

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW's consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

2.2 DECISIONS AND COOPERATION

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

2.3 SUPPORT

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and

- (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

**2.4
TAXES**

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.

2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

**2.5
SERVICES AND
FURNISHINGS**

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

**2.6
CONTACT PERSONS
OF THE EMPLOYER**

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

Paragraph 3 The Consultant

- 3.1 SCOPE OF SERVICES**
- 3.1.1 The Consultant shall deliver the Services in full and on time.
- 3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.
- 3.2 REPORTING AND INFORMATION**
- 3.2.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.2.2 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.
- 3.3 STAFFING**
- 3.3.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.3.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.3.3 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.3.4 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

**3.4
CONTACT PERSON OF
THE CONSULTANT**

- 3.4.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.4.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.

Paragraph 4 Commencement, Completion, Amendment and Termination of the Services

4.1 COMMENCEMENT AND COMPLETION

- 4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*] and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).
- 4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.
- 4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

4.2 PENALTIES FOR DELAY AND DISSATISFACTORY SERVICES

- 4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].
- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

4.3 FORCE MAJEURE

- 4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have,

but has wilfully or negligently not, mitigated in light of the circumstances at that time.

4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.3.2 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
- (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.3.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

- (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
- (b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.3.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

4.4 SUSPENSION OR TERMINATION

4.4.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimized. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination

Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.

- 4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer`s nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant`s corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.4.4. In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:
- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
 - (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
 - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
 - (ii) any remuneration that the Consultant could reasonably have earned in consideration for

working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

**4.5
BREACH OF
PARAGRAPH 1.13**

4.4.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

4.5.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.5.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

**4.6
RIGHTS AND
OBLIGATIONS OF THE
PARTIES IN CASE OF
TERMINATION**

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

Paragraph 5 Remuneration

5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

- (a) lump sum services; or
- (b) time-based services.

5.2 GENERAL PAYMENT TERMS

(a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.

(b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.

(c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.

5.3 PAYMENT CONDITIONS

(a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.

(b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].

(c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting

Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

**5.4
LIMITATIONS**

The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

**5.5
INVOICING**

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

**5.6
PAYMENT DEADLINE**

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

**5.7
OBJECTION TO
INVOICES**

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

**5.8
AUDITING**

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

Paragraph 6 Liability

6.1 GENERAL LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of willful misconduct or gross negligence.

6.2 LIABILITY FOR SUB- CONTRACTORS

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

6.3 PERIOD OF LIABILITY

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

6.4 LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5 LIABILITY OF THE EMPLOYER

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

Paragraph 7 Insurance against Liability and Damages / Guarantees

7.1

INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

- (a) professional liability insurance;
- (b) personal liability insurance;
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and
- (d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [Insurance Against Liability and Damages] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

7.2

GGUARANTESS

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

Paragraph 8 Disputes and Arbitration Procedure

8.1

ARBITRATION PROCEDURE

If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Consulting Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“Completion Period”: The completion period shall be up to **3 months** starting on the Commencement Date and ending on [●].

“Country”: **Uganda**

“Project”: The consulting services shall be performed for the **EAC Scholarship programme (Leadership to Foster Regional Integration)** BMZ no. **2017 67 896** as further specified in Annex 3.

“Commencement Date”: The Consultant shall commence the Services within **1 month** after the date of the Contract.

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be **English**.

Notices

Address of the Employer

Postal address **Inter- University Council for East Africa
Plot M833, Kigobe Road
Kyambogo, Kampala
P.O. Box 7110 Kampala, Uganda**

Phone: **+256 766 529 641**

Fax: **n/a**

Address of the Consultant

Postal address

Email: **[●]**

Phone: **[●]**

Fax:

Tax Residence of the Consultant and all JV Partners:

Address of KfW

Postal address

**Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany**

Email: **amanda.bollig@kfw.de**

Phone: **+49 69 7431 – 97501**

Fax: **+49 (69) 7431-[•]**

Ad 1.5: Governing law

The law governing this Consulting Contract shall be subject to the jurisdiction of the **East African Court of Justice**

The language of the Contract shall be **English**.

Ad 1.9: Copyright and rights of use

[•]

Ad 1.15: Reimbursements

Account details of the Employer's extra account for all reimbursements: [•]

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

[Distinguish as and where appropriate] Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **6 weeks** from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: Taxes

The contractual parties agree on the following provision regarding taxes and public duties in the country of the Employer:

[Depending on the legal situation governing the Contract the following general cases may occur:

- *the Consultant and its foreign staff are exempted from local taxes and public duties. The legal act testifying the tax exemption is attached to the Contract,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract*
 - *and the Employer will reimburse the Consultant for these local taxes and public duties paid by the Consultant to the tax authorities*

- *or the Employer will pay these taxes and duties on behalf of the Consultant to tax authorities.*
- *In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Consultant and the mode of payment by the Employer,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e. local taxes and public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

The contractual provisions shall reflect the relevant case]

Ad 2.6: Contact persons of the Employer

The Employer's contact persons shall be **Executive Secretary**.
Contact details **exsec@iucea.org**

Ad Article 3: The Consultant

Ad 3.2: Reporting and information

The parties agree that the Consultant shall submit the following reports in form and contents according to the TOR:

- 1) Inception Report** to be submitted within the first 2-3 weeks of project commencement
- 2) Draft Report** to be submitted after data collection and analysis, typically by the end of the mid-term review period, allowing time for revisions based on feedback
- 3) Final Report** to be submitted within 2-4 weeks after the Draft Report, allowing time for incorporation of feedback from stakeholders

Ad 3.4.1: The Consultant's contact person

The Consultant's contact person shall be [●].
Contact details [●].

Ad 3.4.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be [●].
Contact details [●].

The deputy shall be [●].
Contact details [●].

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [●] in [● currency]

(the "**Contract Value**").

In accordance with the Terms of Reference, the Services will be rendered as **Lump sum services**

Ad 5.2 (a): General Payment Terms

The following documentation shall be required to support invoices requesting payments:
Copy of the contract and acceptable reports in accordance with the terms of reference payment schedule

[An advance payment will not be required.]

5.3: Payment Conditions

Payment shall be made as follows:

- **EUR [•]** at inception (20% upon acceptable Inception Report)
- **EUR [•]** (50% upon acceptable draft report)
- **EUR [•]** as the final payment (30% upon acceptable final report)

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. (see Definition of "Project" pursuant to Article 1.1).

Payments may be made to the Consultant according to the disposition fund procedure if agreed between KfW and the Employer.

Payments shall be made to the following account:

Account holder: [•]

Bank: [•]

Account number: [•]

[where applicable:

IBAN: [•]

BIC: [•]

If the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [•]

Ad 5.6: Payment deadline

Payments shall be made by the Employer within thirty days of receipt and certification of invoices accompanied by the specified supporting documents (deliverables in Ad 3.2).

Agreed compensation for overdue payments pursuant to Paragraph 5.6 [*Payment Deadline*]: **5** per cent per year, in relation to the outstanding amount.

Ad Article 6: Liability

Ad 6.3: [Period of liability

The Consultant's liability shall terminate with **completion of the assignment and formal approval of the final report by both the Employer and KfW.**

Ad Article 7: Insurance

The Consultant shall take out and maintain the following insurance coverage:

- (i) Third Party motor vehicle:
- (ii) Third Party liability:
- (iii) Employer’s liability and workers’ compensation:
- (iv) Professional liability:
- (v) Loss or damage to equipment and property:
- (vi) Other: [●]

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.1: Arbitration Procedure

The place of arbitration shall be **the East African Court of Justice- Arusha, Tanzania.**
 The language of the arbitration procedure shall be **English.**

(Place, date)

 (for the Employer)

 (for the Consultant)

List of Annexes

[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services

8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (if relevant)

Declaration of Undertaking

Minutes of Negotiation (if relevant)

Terms of Reference plus Tender Documents

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries
(in the version valid on the date the bid was submitted)

Staffing Schedule

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**Equipment and Furnishings to be provided by the Employer and Third-party Services
Commissioned by the Employer**

Time Schedule for Delivery of the Services

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

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

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

Annex 8

7. Reports and Documents							
7.1 ... (Type of reports/documents to be stated)	/doc	...					
7.2					
Sub-total Reports and documents							
8. Equipment Costs							
8.1 Office equipment							
8.2 Project vehicles							
8.3 Other equipment to be handed over/consumed							
Sub-total Equipment Costs							
9. Miscellaneous							
9.1 Other miscellaneous items/services							
9.2 Security measures							
Sub-total Miscellaneous							
Total Package B – Time Based Services							
minus Advance payment							
minus Retention							
Total							

Annex 8

**Cost Calculation and Invoicing in [EUR preferably]
Other Costs**

Contract Allowance			Model for invoicing						
			Total previous invoices		This invoice (actual quantity and actual amount)			Total to date	Remaining Budget
	Unit	Provisional Contract Amount EUR	Cum. Quantity	Cum. Amount EUR	Quantity	Amount local currency (if appl.)	Exchange rate (if appl.)	Amount EUR	Amount EUR
10. Uncertain expenses									
10.1. aus 8.									
10.2. aus 9.									
11. Contingencies/other									
11.1. General Contingencies		...	not	applicable					
11.2....		...							
11.3.		...							
Total Other Costs									

The Consultant's Bid