

SELECTION OF CONSULTANTS

Request for Proposals

RFP No: LCS/ PROALAB-WAHO/2024/23

Title of consultancy services: Recruitment of a firm to carry out an external audit of the accounts of the KFW-funded PROALAB project for the fiscal years 2024-2025 & 2026

Client: West African Health Organization (WAHO)

Project: Strengthening epidemiological services and health systems in the ECOWAS region

Country: Burkina Faso

Delivery date: January 2025

ID: BMZ No. 2017 68 118

Contract reference: VN 511500

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LETTER OF INVITATION

Project ID: **BMZ No. 2017 68 118**

Contract reference: VN 511500

DP No: LCS/ PROALAB-WAHO/2024/23

Date: January 30, 2025

Dear Mr. /Ms.

1. The West African Health Organization (WAHO) through the project “Strengthening Epidemiological Services and Health Systems in the ECOWAS Region” funded by KfW, (hereinafter referred to as “the client”) has provided funds in its 2024 budget to finance the cost of recruiting a firm to conduct an external audit of the PROALAB project accounts for the accounting periods 2024-2025 & 2026.
2. The West African Health Organization (WAHO) now invites proposals for the provision of the following consultancy services: External audit of the PROALAB project accounts for the accounting periods 2024-2025 & 2026. More details on the services in question are provided in the Terms of Reference (Section VII).
3. This Request for Proposal has been sent to the following short-listed Consultants.

N°	FIRMS	COUNTRY	ADRESSES
1	Cabinet FIDUCIAL AK SARL	Burkina Faso	Avenue HOUARI BOUMEDIENNE Secteur 03 Parcelle E Lot 1141 Section 017AT 01 B.P : 4134 Ouagadougou-Burkina Faso ; 01 Tél : (+226) 25 30 85 07/25 33 12 04 E-mail : fiducialak@fiducialak.org et fiducialak@yahoo.fr
2	BENAUDIT - BAKER TILLY	Benin	03 B.P. 2396 Jéricho COTONOU Carré 515 St Michel Gbenan Tél. (229) 21 32 58 19 Fax (229) 21 32 58 03 E-mail : contact@benaudit-consultex.net
3	SYNEX CONSULTING SARL	Benin	02 BP 8063 Cotonou BENIN Tél : (+229) 63 40 00 88 / 66 266 775 ; Email : csynex@yahoo.fr Annexe Lomé : (+228) 96 611 272 ; Email : synextogo@yahoo.fr
4	SEC DIARRA BF	Burkina Faso	Ouaga 2000, Parcelle 05, Lot 11, Section 474 11 BP 158 OUAGADOUGOU CMS 11 BF TÉL: (+226) 25 41 70 11 / (+226) 70 23 91 38 Email : burkina@diarrasec.com / www.diarrasec.com
5	SVDG AFRIQUE	Ivory Coast	Abidjan - Cocody - Angré 7ème Tranche – Carrefour LAFORGE République de Cote d'Ivoire Tél : +225 07 07 36 79 90 / 27 22 54 44 34 Email : ci@svdgafrique-ci.com / karamoco.gbane@svdgafrique-ci.com

6	TATY & ASSOCIES SARL	Ivory Coast	27 BP 257 Abidjan 27 Tél : (+225) 0101010133 /0707616684 Email : info@taty.info – hit@taty.info – hippolyte.taty@gmail.com
7	PwC Ghana	Ghana	PricewaterhouseCoopers PwC Tower, A4 Rangoon Lane, Cantonments City, PMB CT 42, Cantonments, Accra, Ghana Tél: +233 (0) 302 761 500 Fax: +233 (0) 302 761 544 Tél: +233 30 2761 500 www.pwc.com/gh Email: maxwell.darkwa@pwc.com

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

4. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website : <https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/FZ-Vergaberichtlinien-V-2021-EN.pdf>
5. The RFP includes the following Sections:
 - Section I – Instructions to Consultants (ITC)
 - Section II – Data Sheet
 - Section III – Technical Proposal - Standard Forms
 - Section IV – Financial Proposal - Standard Forms
 - Section V – Eligibility Criteria
 - Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
 - Section VII – Terms of Reference
 - Section VIII – Conditions of Contract and Contract Form
6. Please let us know by **Friday, February 7, 2025** at the latest, in writing to: procurement@diffusion.wahooas.org
 - (a) that you have received this Letter of Invitation; and
 - (b) whether you intend to submit a **Proposal**
7. Details on the **Proposal's** submission date, time and address are provided in **ITC 15.7**.

Yours sincerely,

Dr Melchior Athanase J. C. AÏSSI
Director General

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

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

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

The following three selection methods can be distinguished in this one- stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
- (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) “Day” means a calendar day.
- (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.

- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The preselected Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW or, if KfW is the Employer, has allocated funds towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion or all the funds to eligible payments under the contract(s) resulting from this procurement process.

The following clause applies only if KfW is not the Employer:

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function based on the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity — subject to ITC 4.3.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to preselected Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer’s staff involved in the tender process or the supervision of the resulting

Contract, unless the stemming conflict of interest has been fully resolved;

- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;
- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that
 - (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Documents Comprising the Proposal

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

10. Proposal Validity

10.1 The validity period shall be 3 (three) month. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of Validity Period

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

Substitution of Key Experts at Validity Extension	<p>10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.</p> <p>10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.</p> <p>10.8 Substitution requests shall not delay the evaluation process.</p>
11. Clarification and Amendment of RFP	<p>11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.</p> <p>11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
12. Preparation of Proposals – Specific Considerations	<p>12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the Data Sheet.</p> <p>12.2 If stipulated in the Data Sheet a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the Data Sheet.</p> <p>12.3 If required in the Data Sheet, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the Data Sheet.</p>
13. Technical Proposal Format and Content	<p>13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.</p> <p>13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.</p>

14. Financial Proposal	14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the Data Sheet . If a contract period is provided in the Data Sheet the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the Data Sheet and in Section IV.
Taxes	14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.
Currency of Proposal	14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the Data Sheet .
Currency of Payment and Payment Conditions	14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the Data Sheet . 14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet .
Contributions by the Employer	14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: 14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; 14.6.2 provide other support and contributions as stipulated in the Data Sheet .

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals	15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the Data Sheet . 15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal. 15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal. 15.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the Data Sheet . If the envelopes and packages with the Proposal are not sealed and marked as required in the Data Sheet , the Employer
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will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

15.6 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

15.7 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

16. Confidentiality

16.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

16.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RfP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

- a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2
- b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.
- c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with Consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

18.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

18.5 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet**.

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet**.

20. Evaluation steps and sequence

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

- a) Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

Quality and Cost-based Selection - QCBS

The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

Fixed Budget-based
Selection – FBS

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.
- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet**.

The weighted technical score is calculated as follows:

$PT = WT * T$, with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ ”]

Least Cost-based
Selection - LCS

21. Evaluation of Financial Proposals

Time Based
contracts

21.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum
contracts

21.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet**.

**22. Employer's
Right to Reject All
Proposals**

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

D. Negotiations and Award

23. Negotiations

23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.

23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

Availability of
Key Experts

23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical
Negotiations

23.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer.

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial
Negotiations

23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

**24. Conclusion of
Negotiations**

24.1 The negotiations are concluded with a review of the finalized draft Contract.

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the

Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

**25. Award of
Contract,
Information of
Consultants**

25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.

25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet – LCS

A. General	
ITC Clause Reference	
1.1	<p>The Employer is The West African Health Organization (WAHO)</p> <p>Guidelines applicable: KfW Development Bank, Guidelines for Procurement, Document version January 2019 3rd update as of July 2024 : https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/FZ-Vergaberichtlinien-V-2021-EN</p>
1.1 a)	The selection method is a one-envelope submission Least Cost-Based Selection (LCS).
1.2 (b)	Burkina Faso
1.3	The name of the assignment is Recruitment of a firm to carry out an external audit of the PROALAB project accounts for the 2024-2025 & 2026 financial years.
1.4	A pre-proposal conference will not be held.
1.5	NA
6.1	NA
B. Preparation of Proposals	
11.1	<p>The deadline for clarifications by Consultants is 10 days prior to the submission date as per Clause 15.7</p> <p>Clarifications requests shall be addressed to procurement@diffusion.wahooas.org no later than Monday, February 10, 2025 at 3:00 pm UTC</p> <p>NB: In the event of a multilingual request for clarification, the contracting authority will provide a response that is also available in several languages.</p>

12.1 LCS	Not applicable.
12.2 LCS	Not applicable
12.3	Not applicable
14.1	<p>The Contract duration is three years</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.”</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</p>
14.3	The Consultant is free to offer its services in XOF or another freely convertible international currency.
14.5.	100% of the audit budget for each of the three financial years (2024, 2025 and 2026) is paid to the consultant upon submission of the audit report approved by WAHO and KfW.
14.6	Not applicable
C. Submission, Opening and Evaluation	
15.4	<p>The Consultant shall submit the proposal in one envelope as follows:</p> <p>(a) the Technical Proposal in a password-protected PDF original;</p> <p>(b) the Financial Proposal in a PDF original protected by a different password.</p> <p>There is no size limit for the file size</p>
15.5 LCS	The electronic version of the offer (technical and financial proposals) is placed in an encrypted folder.
15.6	<p>Proposals must be received by WAHO by the following date and time:</p> <p>Date: Thursday, February 20, 2025.</p> <p>Time: 12:00 pm GMT.</p> <p><i>Tenders must be written in one of the ECOWAS languages and sent electronically to the https://data.wahooas.org/tenders/tenders/list</i></p>

17.1	<p>The opening of the Proposals will take place at the following address:</p> <p>Proposals will be opened online on Thursday, February 20, 2025 at 1:00 pm UTC by videoconference in the presence of bidder representatives who wish to attend, using the Microsoft teams tool. The link to the meeting will be provided on request at: procurement@diffusion.wahooas.org</p> <p>On the date scheduled for the opening of bids, bidders may connect to the online opening session via the following invitation link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzkyNjVjNDMtMjY5Mi00Njg4LTlINzMtOTQzMWE4ZTNmNGQ5%40thread.v2/0?context=%7b%22Tid%22%3a%2237c589cc-7478-4068-9722-d66cdfb50052%22%2c%22Oid%22%3a%22c838db2a-c42e-468f-9a02-c5c713c33b4c%22%7d</p> <p>Candidates who have submitted their bids should send the password for their separately protected bids to https://data.wahooas.org/tenders/tenders/list on Thursday February 20, 2025 between 8:30 am and 12:00 pm UTC.</p> <p>No other method of submission outside the platform is permitted.</p>
17.2	<p>The Employer's evaluation committee is composed of members appointed by the WAHO DG. It is an Ad Hoc Committee in accordance with the provisions of Article 16.7 and Annex 1 - Thresholds of the Revised Procurement Code of ECOWAS Institutions of September 2021.</p>
17.4 (v)	<p>In addition to the information required under items (i) to (iv) the read-out prices shall be included in the opening protocol.</p>
18.4	<p>Not applicable</p>
18.5	<p>Not applicable</p>
20.4 a) LCS	<p>Not applicable.</p>
20.4 b) LCS	<p>The submission of a signed Declaration of Undertaking is compulsory.</p> <p>"The technical evaluation is carried out by analyzing the documents based on the following criteria on a pass/fail basis"</p> <ul style="list-style-type: none"> – Clearly indicate comments and/or suggestions on the Terms of Reference and on the counterpart personnel and facilities to be provided by the Employer. – Describe the approach, and develop a coherent methodology and propose a work plan for carrying out the audit. – Draw up a work plan using a bar chart of tasks and activities.

	<ul style="list-style-type: none"> – Describe a Personnel Plan with a bar chart of the duration of mobilization and attach the curriculum vitae (CV) of key personnel. <p>The consultant is requested to include the CVs of at least 04 experts as follows:</p> <ul style="list-style-type: none"> – A Mission Director - Chartered Accountant with at least 12 years' experience in financial auditing and at least 5 years' experience in auditing projects financed by multilateral donors; – A Project Manager - Certified Public Accountant with at least 10 years' experience in financial auditing and at least 3 years' experience in auditing projects financed by multilateral donors; – Two (02) senior auditors with a Bac+5 degree in accounting, auditing or finance, and at least five (5) years' experience in an auditing firm, including three (03) years in auditing projects financed by KFW or other development partners. <p>in the format provided in TECH-5. Staffing expertise will be considered similar if they meet or exceed above requirements.”</p> <p>In case evaluation is based on other or additional criteria insert e.g. the following text: “The Bidder shall either confirm that his proposal fully complies with the requested services or he shall enlist all deviations/omissions etc. from the terms of reference.”</p> <table border="1"> <thead> <tr> <th>Type of Document to be submitted:</th><th>Required (yes/no)</th></tr> </thead> <tbody> <tr> <td>TECH-1 Declaration of Undertaking</td><td></td></tr> <tr> <td>TECH-2 Comments or Suggestions on the TOR and Counterpart Staff</td><td></td></tr> <tr> <td>TECH-3 Description of the Approach, Methodology, and Work Plan</td><td></td></tr> <tr> <td>TECH-4 Work Schedule</td><td></td></tr> <tr> <td>TECH-5 Personnel Schedule</td><td></td></tr> </tbody> </table>	Type of Document to be submitted:	Required (yes/no)	TECH-1 Declaration of Undertaking		TECH-2 Comments or Suggestions on the TOR and Counterpart Staff		TECH-3 Description of the Approach, Methodology, and Work Plan		TECH-4 Work Schedule		TECH-5 Personnel Schedule	
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20.5 LCS	The weights given to the Technical (T) and Financial (F) Proposals are as $W_T = 0 \%$, provided the technical bid is evaluated as responsive, and $W_F = 100 \%$												
	D. Negotiations and Award												
25.3	The expected commencement date of the assignment is 15/03/2025												

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	<i>Page Limit</i>
QUAL-1	Financial Capability	Not applicable
QUAL-2	Project Experience	Not applicable
E/QUAL	Declaration of continued qualification	
TECH-1	Declaration of Undertaking	
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	

FORM QUAL-1**FINANCIAL CAPACITY STATEMENT**

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with ITC 14.1.1 a)]

Financial data	2 years before last year¹ <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average² EUR
Annual turnover ³				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons who cannot present a balance sheet due to their legal status shall provide appropriate information (profit and loss statement, bank letter, etc.).

¹ Last year = last accounting year for which the entity's accounts have been closed.

² Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

³ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

FORM QUAL-2

PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start / end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

Form E/QUAL: Continuity of qualification and eligibility

Name of Bidder
Name of the EG member (if applicable)

[Indicate one of the two options:

"I hereby certify that none of the information provided in our application file, which testifies to our ability to meet the eligibility and qualification criteria, has changed since the pre-qualification stage."

or

"I hereby certify that the information provided in our application file, which testifies to our ability to meet the eligibility and qualification criteria, has changed since the pre-qualification stage. These changes are set out in the attached forms:

[Check the forms containing changes in the eligibility and qualification information and submit these forms as an attachment to the Offer.]

- ☐ Form ELI – 1.1: Bidder Information Sheet
- ☐ Form ELI – 1.2 a: EG Fact Sheet
- ☐ ELI Form – 1.2 b: Declaration of Association
- ☐ Form ANT –2: History of Unexecuted Contracts, Pending Litigation and History of Litigation
- ☐ FIN Form - 3.1: Financial Condition and Performance
- ☐ FIN Form – 3.2: Annual Construction Activity Revenue
- ☐ FIN Form – 3.3: Financial Resources
- ☐ FIN Form – 3.4: Workload / Work in Progress
- ☐ EXP Form – 4.1: General Construction Experience
- ☐ EXP Form – 4.2(a): Specific experience in contract construction and management
- ☐ EXP Form – 4.2(b): Specific Construction Experience in Key Activities
- ☐ EXP Form – 4.3: Specific Construction Equipment
- ☐ Form QSC-5.1: Certification
- ☐ ENV form – 5.2.: Experience with projects with a significant impact on environmental, social, safety and health (EHSS)
- ☐ Form ENV – 5.3: Environmental Management Capacity
- ☐ OHSAS Form – 5.4: Occupational Safety and Health Capacidad
- ☐ OHSAS Form – 5.5: Implementation of socially responsible work
- ☐ COC Form – 5.6: Fundamental Principles of Ethics in Business
- ☐ PER form – 5.7: List of ESSS and construction staff made available

FORM TECH-1**DECLARATION OF UNDERTAKING**

Reference name of the Application/Offer/Contract: ("Contract")⁴

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁵ 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*

⁴ 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".

⁵ 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.

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 I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity),

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> 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 Organisation⁶ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an 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 of⁷: _____

Signature: _____ Dated: _____

⁶ 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.

⁷ 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)

FORM TECH-2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

[Form TECH-1: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

[Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.]

- a) **Technical Approach and Methodology** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.
- b) **Work Plan** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the work schedule form.
- c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.
- d) **Back-up Services** Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.
- e) **Quality Control and Management** Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.
- f) **Logistics** Please describe the planned logistics and facilities for the execution of the services.

FORM TECH-4 (INDICATIVE FORMAT)**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)**

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

1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3 Include a legend, if necessary, to help read the chart.

FORM TECH-5 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

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

1 Months are counted from the start of the assignment/mobilization.

2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.

3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

FORM TECH-5 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Section IV. Financial Proposal - Standard Forms

*[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the **Data Sheet**.*

FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

The audit will be organized by fiscal year

The cost of fiscal year 2024 will represent 30% of the total amount.

The cost of the 2025 exercise will represent 30% of the total amount

The cost of the 2026 exercise will represent 40% of the total amount.

Model for Financial Proposal – Overall Cost Breakdown
(To be presented for each fiscal year to be audited and with a summary of the three fiscal years)

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in:

[Bidder to indicate the currency]

As per **Data Sheet** clause 14.1 our services are offered on a *[bidder to tick relevant box]*

☐ **Lump sum contract** ☐ basis ☐ **Time based contract** ☐ basis

In case of a lump sum contract the cost overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items (8 Equipment and 9 Miscellaneous Cost) are offered for remuneration as per requirement in clause 14.1 of the **Data Sheet**.

Basic Services (as per TOR)

SUMMARY	Sum
Fees	
Expert 1	
Expert 2	
Expert 3	
Expert 4	
Sub-Total Total Fees	
Other costs	
Perdiems (accommodation, catering, communications...)	
Travel and Transportation	
Reports & documents	
Sub-Total Total other costs	
Total (Fees+ other costs) excluding local indirect taxes	

Overall – Fees, Transport, Logistics and Other Cost (net, exclusive of taxes and duties)	
--	--

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of local taxes and duties applicable for the services.]

Overall – Fees, Transport, Logistics and Other Cost (inclusive of taxes and duties)	
---	--

Detailed Cost Calculation

Detailed cost calculation - Fees+ Other costs				
Designation	Unit	Quantity	Lump sum unit rate	Amount
Fees				
1. Cost of foreign personnel				
1.1 Team leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Cost of local staff				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
Total Fees				
Other costs				
Perdiems (accommodation, catering, communications...)	month	...		
Travel and Transportation				
Reports and documents				
Total other costs				
Total (Fees+ other costs) excluding local indirect taxes				

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

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

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

- Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁸ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

PROALAB



KFW

GFA
CONSULTING GROUP

TERMS OF REFERENCE

Audit of the project "Strengthening epidemiological services and health systems in the ECOWAS region" PROALAB

FISCAL YEARS 2024-2025-2026

Terms of reference

Assurance Engagement ("Assurance Engagement") under ISAE 3000 - revised Disbursement of funds under the Disposition Funds Procedure ("Purpose")

1. The Disposition Funds are opened under the financial terms of the KfW loan/financial contributions: Phase 1 (No. 2014 68 842), Phase 2 (No. 2017 68 118), Phase 3 (under development) for the financing of the Project for the Strengthening of Epidemiological Services and Health Systems in the ECOWAS Region as defined in the Annexes "Overall Cost and Financing" and "Disbursement Procedure" of the KfW Separate Agreement and includes the following accounts:
 - a) **For Phase 1:**
 - Euro Special Account No. 02001 002375160017 02 opened with Bank Of Africa (BOA) and managed by the West African Health Organization (WAHO);
 - Special CFA Account No. 02001 002375160004 41 opened with Bank Of Africa (BOA) and managed by the West African Health Organization (WAHO);
 - b) **For Phase 2:**
 - Special Account No. 02001 002440800013 05 opened with Bank Of Africa (BOA) and managed by the West African Health Organization (WAHO);
 - Special Account No. 02001 002440800000 44 opened with Bank Of Africa (BOA) and managed by the West African Health Organization (WAHO);
 - Special Account No. 00021 170040359031 06 opened with ECOBANK and managed by the West African Health Organization (WAHO);
 - c) **For Phase 3: (not yet available)**
2. The preparation of the Project's financial reports ("Financial Reports"), Bank Account Reconciliations, Statements of Expenditure ("SOE" = Statements of Expenditures) and Appeals for Funds (collectively: "Object Information") is the responsibility of the West African Health Organization (WAHO) (the "Entity").
3. Financial reporting shall be prepared in accordance with accounting standards applied consistently and in accordance with the underlying agreements governing the use of funds, including the provisions of the corresponding loan/financing/financial contribution agreement(s) and related separate agreement as well as other arrangements channelling funds to third parties in the form of grants or loans (collectively, the "Relevant Agreements").

Extent

4. This engagement is a reasonable assurance engagement in accordance with the International Standard on Assurance Engagements (ISAE 3000 - Revised) as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants. This standard requires the auditor/professional to plan and perform such procedures as he or she deems necessary to obtain reasonable assurance on the Subject Information (including, if necessary, on-site inspections).

Please note: We do not accept limited assurance engagements.

5. The assurance mission

- will be conducted annually ("Reporting Period").
- shall cover in a single report ("Report") exclusively all accounts opened under the Disposition Fund(s) referred to in paragraph 1 above.
- shall include all expenses listed in the SOAs/SOEs to which the Report refers.

Objective

6. The purpose of the assurance engagement ("Objective") is to enable the auditor/professional to provide an opinion on the Financial Reports, SOEs and Calls for Funds to the extent that the Disposition Funds Procedure ("Purpose") is concerned, and to obtain reasonable assurance that the Purpose Information is free from material misstatement regarding the proper use of KfW funds in accordance with the criteria set out below (paragraph 8).

7. The auditor/professional should consider that simple account transfers as well as advance payments paid by funds from special accounts and funds to service providers that have not been liquidated (= not yet used for the purposes of the Project) before the end of the Reporting Period cannot be classified as "use of funds" and should be reported separately in the Bank Account Reconciliation and the SOE.

8. In a form that represents the position of the auditor/professional and based on the Subject Matter Information, the auditor/professional shall express his or her conclusion with reasonable assurance according to the following criteria ("Criteria") and shall thereby confirm, in all material respects, that:

- (a) payments from the disposition fund were made in accordance with the terms of the Relevant Agreements. Any non-eligible expenditure identified must be indicated separately in the Report;
- (b) the disposition fund has been managed in accordance with the provisions of the Relevant Agreements. It also includes cash flows to and from accounts opened under the Disposition Fund, referred to in paragraph 1 above, as well as interest earned on balances;

Note: Particular attention should be paid to the fact that no contractual value exceeds EUR 350,000.00 or equivalent, that the balance(s) of the local special accounts do not exceed the needs of one month and that the amount of the Cash Fund does not exceed the amount of the expected expenses for the one-day period.

- (c) the expenditure is justified by appropriate and reliable evidence (such as contracts, invoices, guarantees, etc.) and there is no indication that such expenditure has already been financed from other sources;

In addition, Project receivables (such as advances, tax receivables, etc.) paid in previous Reporting Periods have been liquidated and used for the purposes of the Project, supported by relevant and reliable evidence

- (d) the SOE/SOE referred to in the Report provide a reliable basis for substantiating related Appeals. There is a clear link between the EoD/SOE, the Calls for Funds submitted to KfW and the Entity's accounting records;
- (e) the procurement procedure for the goods and services financed was in accordance with the provisions of the Relevant Agreements;

Commerce

9. The Report(s) for each phase shall

- (a) be written in French by a renowned auditor/professional;
- (b) be submitted annually and signed in original no later than three months after the end of the reporting period.

The Final Report will be submitted no later than three months after the end of the reporting period in which the final payment from the Special Account or a Local Special Account is made, or otherwise six months after the final payment from the Special Account or a Local Special Account has been made, whichever is earlier.

(c) include at least the following:

- Item Description
- the Criteria used to assess the Purpose and to express the auditor's/professional's conclusion as defined in paragraph 8 above
- Identification of the level of assurance obtained
- an informative summary of the work carried out such as extent, locations, etc.
- Description of significant restrictions

(d) indicate in a separate paragraph any amount of tax or other contribution related to the Project paid and not reimbursed, in case the Relevant Agreements prohibit the financing of such costs.

(e) include the auditor's statement that it has verified the end use of funds at the level of the Entity and all Project Partners.

(f) contain the following annexes:

- a summary of the auditor's/professional's conclusions during the Reporting Period (see Appendix A)
- a table showing the income, transfers and disbursements of all the accounts referred to in paragraph 1 above (see Annex B), in particular the accumulated expenditure deducted from the outstanding advances resulting from KfW payments since the beginning of the Project.
- the Bank Account Reconciliation and the EoD/SOE referred to in the Report

NB: a separate report will be requested per phase.

Internal control note

10. If deemed relevant, the auditor/professional should prepare an "Internal Control Note" in which he/she:

- (a) provide comments and observations on the accounting systems and controls that he/she has reviewed during the mission (with a special focus on the account(s) in the disposition funds and with a particular focus on the treatment of project receivables such as advances, tax receivables, etc.);
- (b) identify specific deficiencies and weaknesses in the control systems and procedures of which it is aware, in particular in the area of disbursement, procurement, and make recommendations to improve the situation.
- (c) provide information on the measures taken by the Entity to improve the deficiencies and weaknesses identified in the past;
- (d) report to the Entity any other matter it considers appropriate;

- (e) will add the Entity's position on each of its observations.

The financial impact of the findings needs to be quantified. The auditor must submit a consolidated report that also includes comments on the Project Partners.

Responsibility

11. The amount of the auditor's/professional's professional liability insurance should be based on the local/regional standards applicable to audit firms. When invited, they must provide KfW with proof of their liability insurance.

Magazine

12. The auditor/professional shall retain the supporting documents relating to its conclusion for at least five years after the end of the assurance engagement and shall ensure that they are permanently accessible for inspection by KfW or a third party engaged by KfW.

Duration of benefits

13. The duration of the service is one month per financial year.

Firm Profile

14. The mission will be entrusted to an approved audit firm that has already successfully conducted at least two audit missions on projects financed by technical and financial partners.

It must have a team composed of:

- A mission director, a Certified Public Accountant with at least 12 years of experience in financial auditing with at least 5 years of experience in auditing projects financed by multilateral donors;
- A Head of Mission - Qualified Chartered Accountant with at least 10 years' experience in financial auditing with at least 3 years of experience in auditing projects financed by multilateral donors;
- Two (02) experienced auditors with a Bac+5 level diploma in accounting, or auditing or finance and with at least five (5) years of experience in an audit firm, including three (03) years in the field of auditing projects financed by KfW or other development partners.

Appendix A
(to be annexed to each report)

SUMMARY [Issued on paper with the auditor's/professional's letterhead]

Name of the project / program:

KfW Ref. No.

Object:.....

Reporting Period: 01/01/20.. to 31/12/20..

As part of our reasonable assurance engagement for the above project/program, carried out in accordance with the International Standard on Assurance Engagements (ISAE 3000 Revised), we express our conclusion based on the following criteria:

Criteria	Conclusion (YES/NO)**	Summary of work done (see para. 69 of ISAE 3000)
a) All payments made from any of the Project Accounts and all Costs incurred as set out in Annex B are eligible for funding in accordance with the terms of the Relevant Agreements.		
(b) the disposition fund has been managed in accordance with the provisions of the Relevant Agreements. It also includes cash flows to and from accounts opened under the Disposition Fund referred to in paragraph 1 of the ToR, as well as interest earned on balances;		

(c) the expenditure is justified by appropriate and reliable evidence (such as contracts, invoices, guarantees, etc.) and there is no indication that such expenditure has already been financed by other sources; In addition, Project receivables (such as advances, tax receivables, etc.) paid in previous Reporting Periods have been netted and used for the purposes of the Project, supported by relevant and reliable evidence;		
(d) the Statements of Expenditure (SOE) referred to in the Report provide a reliable basis for substantiating related Appeals. There is a clear link between the EoD/SOE, the Calls for Funds submitted to KfW and the Entity's accounting records;		
(e) the procurement process by the Entity and all Project Partners for the financed goods and services was in accordance with the provisions of the Relevant Agreements		
(f) No other significant findings or observations were revealed during the course of the mission.		
(g) All comments raised in previous reports have been resolved to date (for details, see page) - not applicable in the case of a first report under this document.		

****Note:** Please insert

- "YES" (without contest);
- "YES, with the exception of..." in the event of non-material findings;
- "NO" in the case of a change in the finding.

All changes to the conclusion require reference to a detailed description in the Report or Letter to Management.

The following costs are contestable/ineligible

<i>Sample size</i>	<i>Currency / Amount</i>	<i>Reference to the Internal Control Report or Note</i>

All questionable or ineligible costs must be detailed in the Report or in the Internal Control Note with an explanation indicating the facts and reasons.

Date: Auditor/Professional Stamp/Signature:

Appendix B (to be appended to each report as an integral part)

Project Name: ... KfW Ref. No. ...

Subject: Disposition Fund (all Project Accounts shown here)

Reporting Period: ...

The following Project accounts were considered for this reasonable assurance engagement:

	Money	No. Account	Account Holder	Country	Funded by ... (KfW or other)
Special Account					
Local Account 1					
Local Account 2					
Other account(s) related to the Project **-					

** [if applicable – e.g. for tender costs, retention, etc.]

The cash flows from these Project Accounts are as follows:

		Special Account No.....	Local Account 1 No.....	Local Account 2 No.....	Local Account 3 No.....	Petty Cash – [if applicable]
		Account currency:	Account currency:	Account currency:	Account currency	Money
A) Initial Balance						
B) KfW Contributions of Funds	More					
C) [If applicable] Interest income or other income related to the Project	More					
D) Credits resulting from account transfers (only accounts named here)	More					
E) Debits resulting from account transfers (only from the accounts named here)	Less					
F) Total Costs incurred and paid (= without unpaid advances)	Less					
G) [If applicable] New unliquidated advances at the end of the Reporting Period	Less					
H) Closing balance						

- In case of additional Project accounts: Please add additional columns.
- If there are more than 8 local Project Partner accounts, it is possible to enter a cumulative number in a column.

Supplement 1: Project Advances/Receivables - <i>if applicable</i>						
		Entity (Project Promoter)	Project Partner ...	Project Partner ...	Project Partner ...	Project Partner ...
		Money:	Money:	Money:	Money:	Money:
1.) Initial balance of unliquidated advances/receivables (e.g. tax claims) = already paid by KfW funds, but not yet used for the project at <u>the end of the previous Reporting Period</u> .						
2.) Project Advances/Receivables paid in previous Reporting Periods <u>and liquidated in that Reporting Period</u> .	Less					
3.) Project Advances/Receivables Paid During the Current Reporting Period <u>Not Yet Liquidated at the End of this Reporting Period</u> (corresponds to line G above).	More					
4.) Total Project advances/receivables outstanding <u>at the end of this Reporting Period</u> .						
Note: Advances/receivables paid <u>and</u> liquidated during the current Reporting Period should be considered as "costs incurred paid" (line F above) and should not be taken into account here.						
Supplement 2: Retention Account						
- If there is any – Retention Account Balance at the end of this Reporting Period:						

Date: Timbre / Signature Auditor / Professional:

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

CONSULTING CONTRACT

dated

xxxxxxxxxxxxxx 2025

Between

West African Health Organization (WAHO)" –

- hereinafter referred to as the " Client " -

And

[•.....]

- hereinafter referred to as the "**Consultant**" -relating to the project "**Strengthening Epidemiological Services and Health Systems in the ECOWAS Region**".**ID: BMZ No. 2017 68 118****Market reference: VN 511500**

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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

1 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^{9,10}.

“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-

⁹ 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.

¹⁰ 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.

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 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.
- 1.2.6 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).
- 1.2.7 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).

1.8.4 In case of a JV, the consortium manager shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

**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

- (c) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:
- (d) comply with and ensure that all their subcontractors and major suppliers, i.e. for major supply items, comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and
- (e) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

**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.

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.

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
STANDARD AND
SPECIAL SERVICES**

- 3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("**Standard Services**"). The Standard Services shall be fully compensated through the Agreed Remuneration.
- 3.2.2 "**Special Services**" are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by

the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, with the prior written consent of KfW, requires services that were not included in the invitation to tender but are necessary.

3.3 DUE DILIGENCE

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognised quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [*Auditing*].

3.4 REPORTING AND INFORMATION

- 3.4.1 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. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 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.
- 3.4.3 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.

**3.5
STAFFING**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 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.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 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.

**3.6
CONTACT PERSON OF
THE CONSULTANT**

- 3.6.1 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.
- 3.6.2 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.

**3.7
INDEPENDENCE OF
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to the immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

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 AMENDED SERVICES

- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.

4.4 IMPEDIMENT

- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.
- 4.4.2 If an impediment is caused by the Employer’s wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

4.5 FORCE MAJEURE

- 4.5.1 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.
- 4.5.2 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.

4.5.3 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*].

4.5.4 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.

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

4.6 SUSPENSION OR TERMINATION

4.6.1 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 minimised. 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.

- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.

4.6.5 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.

**4.7
BREACH OF
PARAGRAPH 1.13**

4.7.1 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.

4.7.2 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.

**4.8
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.

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;
- (b) time-based services; or
- (c) a combination of lump sum services and time based services.

5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (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.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

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*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.

- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) 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*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

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

- (a) 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.
- (b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon KfW's prior written non-objection, then agree in writing upon an increase of the Contract Value.
- (c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that (i) the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4

[*Reporting and Information*] satisfactory to the Employer together with the invoice and (ii) written non-objection of KfW has been obtained. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

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.

**5.9
PRICE ADJUSTMENTS**

(a) Price adjustments, if any, will be agreed upon in the Special Conditions.

(b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

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 wilful 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*].

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 GUARANTEES

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.

8 Disputes and Arbitration Procedure

8.1 AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

8.2 MEDIATION

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

8.3 ARBITRATION PROCEDURE

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. 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 the period starting Date, i.e. xxxxxxxxxxxxxxxxxxxx 2025, and ends on June 30, 2027

“Country: Burkina Faso

“Project”: Strengthening epidemiological services and health systems in the ECOWAS region BMZ n° ID : 2017 68 118 as specified in Appendix 3.

External audit of the PROALAB project accounts for the financial years 2024-2025 & 2026

“Commencement Date”: xxxxxxxxxxxxxx 2025 / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

Ad 1.4: Communication and Language

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

Notices

Address of the Employer: WEST AFRICAN HEALTH ORGANIZATION (WAHO)

Postal address 01 BP 153 01 Bobo-Dioulasso

Email: wahooas@wahooas.org

Telephone: +226 20 97 57 75 / 20 97 01 00 / 20 97 00 97

Address of the Consultant

Postal address

Email: [●]

Phone: [●]

Fax:

Tax Residence of the Consultant and all JV Partners

Ad 1.5: Governing law

The law governing this Consulting Contract shall be **Burkina Faso**.

Ad 1.9: Copyright and rights of use

the Consultant undertakes to assign to the Client all transferable rights relating to the Services provided under this Consultant Agreement as soon as such rights arise, and in any event no later than the time of their acquisition by the Consultant.

Insofar as assignment of such rights is impossible, the Consultant shall irrevocably grant the Customer an unrestricted, transferable, assignable and exclusive right of use and exploitation, unlimited in time and place of use. The assignment shall also include the right of adaptation.

The Consultant shall ensure that no third-party rights exist or will exist which would prevent the assignment of the aforementioned rights or their exercise.

Ad 1.15: Reimbursements

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

Account name OOAS PROALAB Account number: 02375160004 Banque BOA

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 must be taken/exercised/performed at the latest within **30** days/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 provisions regarding taxes and public duties in the country of the Employer:

In accordance with the headquarters agreement signed between the Government of Burkina Faso and ECOWAS on the one hand, and WAHO's value added tax (VAT) exemption certificate on the other, this contract is exempt from VAT, door duties and registration taxes.

Ad 2.6: Contact person of the Employer

The Employer's contact person shall be **Dr Olivier MANIGART**.

Contact details Olivier.Manigart@gfa-group.de.

The Employer's deputy shall be **Achille VODONOU**.

Contact details Achille.Vodonou@gfa-group.de.

Ad Article 3: The Consultant

Ad 3.3: Due diligence

[•]

Ad 3.4: Reporting and information

Submission of the accepted audit report by March 31 of each year for the year n-1 audited.

Ad 3.6.1: The Consultant's contact person

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

Ad 3.6.2: 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 :

- Amount before tax: xxxxxxxxxxxxxx in foreign currency
- Amount including taxes : xxxxxxxxxxxxxx in foreign currency
- Amount incl. VAT : xxxxxxxxxxxxxx in foreign currency

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

In accordance with the Terms of Reference, the Services will be rendered as

[please select:

☒ Lump sum services

☐ Time based services

Ad 5.2 (a): General Payment Terms

[Total amount of the advance payment: EUR[●]

equalling [●]% of the Contract Value *[if applicable: excluding Other Costs]*

Please select

[The provision of an advance payment guarantee is always required if the aggregate advance payment amount exceeds EUR 200,000 (or the equivalent value in another currency. In special cases it may be required below EUR 200,000, depending on the individual circumstances.)]

☐ Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It 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.

☒ An advance payment guarantee will not be required.]

5.3: Payment Conditions

Please delete such alternatives as are inapplicable [choose A, B or C]:

A) Lump sum services

[•] EUR advance payment relating to the lump sum services.

equalling **[•]** % of the total remuneration for the lump sum services .

This advance payment [relating to the lump sum services] will not be deducted from the further lump-sum instalments.

Instalments

Payment is made in three instalments, each for an amount of :

- Fiscal 2024: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
- Fiscal 2025: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
- Fiscal 2026: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

For each year audited (2024-2025-2026), WAHO will pay 100% of the sums due under this contract by bank transfer to the firm's account, on presentation of the corresponding invoice and acceptance of the final report for each year audited.

Three payments, i.e. one payment per year audited.

[•] EUR as the final payment

[The instalments should be arranged in a way that the final payment for the lump sum services will amount to approximately 10 %, of the Contract Value.]

B) Other Costs

Other Costs, if any, will be invoiced together with the instalments on the basis of and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

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 directly by KfW according to the direct disbursement 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: [•]

[If applicable: The Consultant Contract has been entered into on the basis of an Agency Contract. Invoices for advance payments and instalments must therefore be sent to KfW (addressed to the Employer c/o KfW) in accordance with article 5.5.a) of the General Conditions.]

Ad 5.9: Price adjustment

Not applicable.

Ad 5.6: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.6 **60 days from presentation of a verifiable invoice to the Client**

In the event of late payment of the Consultant's invoice beyond the 60 days stipulated, a penalty (interest on arrears) may be claimed by the Consultant.

The Consultant will receive compensation calculated at a rate of 1% of the amount of the overdue invoice. This penalty will be calculated on a daily basis from the due date of the invoice in CFA francs.

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability ends on **June 30, 2027** after acceptance and validation of the audit report by WAHO and KfW.

Ad Article 7: Insurance

The insurance **for professional civil liability** shall be taken out and maintained.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by [•] and the appointment shall be binding for the Parties¹¹.

The costs of the mediation and of the mediator's services shall be shared equally between the Parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be **Burkina Faso**.

The language of the arbitration procedure shall be **French**.

(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

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹²

To: ("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹³ 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.
10. 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*);

¹² 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".

¹³ 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.
11. 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:
- iii. 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;
- iv. 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;
12. 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.
13. 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.
14. 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 Organisation¹⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

15. 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.
16. 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 of¹⁵: _____

Signature:

Dated:

¹⁴ 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.

¹⁵ 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:

6. I am authorised to make this declaration on behalf of the above company;
7. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
8. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
9. the company will duly pay taxes that may arise from the provision of contracted services;
10. 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:

6. I make this declaration in my name/on my own account;
7. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
8. I am not currently involved in tax law court proceedings, nor have I been in the past;
9. I will duly pay taxes that may arise from the provision of contracted services;
10. 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)

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 ...	...	...
Sub-total Reports and documents				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
Total Package A – Lump Sum Services				

Detailed Cost Calculation – Fees, Transport, Logistics				
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	...		

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[illegible]

**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	Amount EUR
10. Uncertain expenses										
10.1. aus 8.										
10.2. aus 9.										
11. Contingencies/other										
11.1. General Contingencies		...								
11.2....		...								
11.3.		...								
Total Other Costs										

The Consultant's Bid

Advance Payment Guarantee

Beneficiary: *[Insert name and Address of Employer]*

Date of issue : *[Insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*¹⁶, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Gurantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

¹⁶ This guarantee must be issued in the Contract currency only.

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].

Place, date

Guarantor's authorised signature(s)

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.