Global Risk Modelling Alliance

Tender Package

Madagascar Phase II

INSURANCE DEVELOPMENT FORUM

V20

InsuResilience Solutions Fund

Federal Ministry for Economic Cooperation and Development

KFW

Table of Contents

Section I - Letter of Invitation

To: Prospective Applicants

Ref: ISF/GRMA / G.02b, BMZ 2021.3683.6
Madagascar Call for Proposal

Date: 05.01.2026

1. The Cellule de Prévention et d'appui à la Gestion des Urgences at the Prime Minister's Office of Madagascar (hereinafter called "Recipient") has obtained financing from InsuResilience Solutions Fund – Global Risk Modelling Alliance programme in the form of a financial contribution (hereinafter called "grant") for technical assistance for the Global Risk Modelling Alliance Programme Madagascar (the "Project"). The Recipient, also acting and referred to as the "Employer", intends to apply a portion/all of the proceeds of this grant to eligible payments under the contract for which this tender (Call for Proposal) is issued.

2. Payments by FS/ISF/GRMA will be made only at the requestof the Employer and upon approval by FS/ISF/GRMA, and will be subject, in all respects, to the terms and conditions of the financing agreement. No party other than the Employer shall derive any rights from the financing agreement or have any claims to the proceeds of the grant.

3. The Employer, represented by FS/ISF/GRMA, now invites submission of Proposals to provide the following consulting services (hereinafter called "Services"): Technical Assistance Consultant for the Global Risk Modelling Alliance Programme Madagascar. More details on the Services are provided in the Terms of Reference (Section VIII).

4. A Consultant shall be selected through a **Single Stage - Fixed Budget Selection**.

5. This Single Stage Selection procedure will be a one-envelope selection in which the Qualification Documents, the Technical and Financial Bid shall be submitted at the same time in one envelope. The evaluation process applied will be as follows:

    - an assessment of the Qualification Documents against the pass / fail qualification criteria, leading to the qualification of any Bidder who complies with these criteria;
    - the evaluation of the Technical Bid followed by evaluation of the Financial Bid for those bidders who score 75% or more in the evaluation of the Technical Bid, and
    - the selection of the successful bidder based on the highest technical score (Fixed Budget Selection).

6. The Single Stage Selection document includes the following Sections:
   Section I – Instructions to Consultants (ITC)
   Section II – Terms of Reference
   Section III – Data Sheet
   Section IV – Qualification Document – Standard Forms
   Section V – Technical Bid - Standard Forms
   Section VI – Financial Bid - Standard Forms
   Section VI – Eligibility Criteria
   Section VIII – Policy – Sanctionable Practice– Social and Environmental Responsibility
   Section IX – Conditions of Contract and Contract Form

7. A Pre-Proposal Conference will be held on 26.01.2026. Offerors are requested to email the FS/ISF/GRMA team (grma@insuresilience-solutions-fund.org) by 20.01.2026 indicating interest to attend and to request the meeting details.

8. The deadline for the Call for Proposals is 16.02.2026.

9. Further details on the Proposal preparation and submission are provided in the Data Sheet (Section II).

Yours sincerely,

ISF/GRMA Team

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.**

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) "Bidders(s)" means an entity or an association of entities (JV) that submits a Proposal as specified hereunder.

d) "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.

e) "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).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section III 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.

g) "Day" means a calendar day.

h) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by Frankfurt School of Finance & Management gGmbH, FS (InsuResilience Solutions Fund (ISF) – Global Risk Modelling Alliance (GRMA) – Programme) in case of an agency contract.

i) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

j) "Government" means the government of the Employer's country.

k) "ITC" (Section I of this CFP) means the Instructions to Consultants that provides prospective applicants 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.

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) "Proposal" means the entire package of documents required in response to this request for proposals, including the Qualification Document, the Technical Bid and Financial Bid, compiled in accordance with the instructions in the Data Sheet.

o) "Services" means the work to be performed by the Consultant pursuant to the Contract.

p) "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.
q) "TOR" (Section II of this CfP) 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 Employer invites prospective applicants to submit documents that demonstrate that they comply with the qualification requirements described in section ITC 22.1 and the Data Sheet (Section III), and simultaneously to submit a Technical Bid and a Financial Bid 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 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 FS/ISF/GRMA (hereinafter called "FS/ISF/GRMA") towards the cost of the project named in the Data Sheet. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.
2.2 The procurement process is the responsibility of the Employer. FS shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. FS exercises its monitoring function on the basis of the arrangements with the Employer detailing the requirement for FS's approval and no objection. No contractual relationship between FS and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 FS requires compliance with the policy in regard to Sanctionable Practice as defined and set forth in Section VIII.
3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit FS or an agent appointed by FS 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 FS.

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

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a Joint Venture ("JV") under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the application letter in the qualification Document. Unless specified in the Data Sheet, there is no limit on the number of members in a JV.

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 Eligibility criteria to bid are described in Section VII, Eligibility Criteria.

4.4 This tendering procedure is open to all Consultants which meet the qualification criteria specified in ITC 22.1 and Section VIII.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITC 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 FS/ISF/GRMA may have their origin in any country subject to the restrictions specified in Section VII, 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 PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of FS/ISF/GRMA and has been fully resolved to the satisfaction thereof;

b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of FS/ISF/GRMA and resolved to its satisfaction;

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 PEA;

d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
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 projector 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 PEA, 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 prospective applicants together with this CFP 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 CFP in detail.
7.2 A substantially responsive bid is one that conforms to the terms, conditions, and specifications of the CFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

a) affects in any substantial way the scope, quality, or performance of the Services; or
b) limits in any substantial way, inconsistent with the CFP, the Employer'srights 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. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form 1, section IV.
10.3 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 VI).

11. Only One Proposal, Sub- Consultants, Key Experts

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be rejected.
11.2 Individuals (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal Submission Deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.2 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

12.3 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 Proposal Submission Deadline to extend the Proposals' validity period.

12.4 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.

12.5 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

12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

12.7 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.

12.8 Substitution requests shall not delay the evaluation process.

Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.

13. Clarification and Amendment of CFP

13.1 The Consultant may request a clarification of any part of the CFP 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 prospective applicants not later than ten (10) days prior to the Proposal Submission Deadline. Should the Employer deem it necessary to amend the CFP as a result of a clarification, it shall

do so following the procedure described below:

13.1.1 At any time before the Proposal Submission Deadline, the Employer may amend the CFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prospective applicants and will be binding on them.

13.1.2 If the amendment is substantial, the Employer may extend the Proposal Submission Deadline to give the prospective applicants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time priorto the Proposal Submission Deadline. No modifications to the Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Employer may indicate in the Data Sheet the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.2 If so required in the Data Sheet, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the Data Sheet.

14.1.3 If the evaluation method as stipulated in the Data Sheet is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the Data Sheet shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Qualification Document Format and Content

15.1 The Qualification Document shall not include any financial information save for the Financial Capability Statement in Section III. A Qualification Document containing material financial information shall be declared non- responsive.

15.2 The Qualification Document shall comprise the documents listed in ITC 10.1, **Data Sheet** (Section II) and using the standard forms provided in Section III of this CFP.

16. Technical Bid Format and Content

16.1 The Technical Bid shall not include financial information. A Technical Bid containing material financial information shall be declared non-responsive.

16.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section II). Only one CV shall be submitted for each Key Expert position.

16.3 The Technical Bid shall be prepared using the Standard Forms provided in Section V of this CFP.

17. Financial Bid

17.1 The Consultant shall submit a Financial Bid based on the requirement as described in the TOR (Section II) and taking into account 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 Bid. The Financial Bid shall contain the information and be structured as detailed in Section VI.

Price Adjustment

17.2 For assignments with a duration exceeding 36 months, a price adjustment provision for foreign and/or local inflation for remuneration rates may apply in line with the provisions stated in the **Data Sheet**.

Taxes

17.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees.

Currency of Proposal

17.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment and Payment Conditions

17.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

17.6 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 IX if not otherwise stated in the **Data Sheet**.

Contributions by the Employer

17.7 While preparingthe Proposal, the Consultant must give particular attention to the following:

- 17.7.1 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;
- 17.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;
- 17.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;
- 17.7.4 provide other contributions as stipulated in the **Data Sheet**.

C. Submission, Opening and Evaluation

18. Submission, Sealing, and Marking of Proposals

18.1 The Consultant shall submit a signed and complete Proposalcomprising the documents and forms in accordance with ITC 10. The submission may be done by mail (postal or courier service) or by hand.

18.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the qualification document, Technical Bid and the Financial Bid.

18.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Bid.

18.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

18.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18.6 The original and all the copies of the Qualification Document and the Technical Bid shall be placed inside of a sealed envelope clearly marked "Qualification Document and Technical Bid", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Proposal Submission Deadline]."

18.7 Similarly, the original and all copies of the Financial Bid (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Bid" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Bid."

18.8 The sealed envelopes containing the qualification document, Technical and Financial Bids shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, CFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the Proposal Submission Deadline indicated in the Data Sheet]".

18.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

18.10 The original of the Proposal or its modifications must be sent to the address indicated in the Data Sheet and must be received no later than the Proposal Submission Deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received after the Proposal Submission 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.

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

19. Confidentiality

19.1 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 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.

19.2 Any attempt by potential applicants or anyone on behalf of the applicant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

20. Opening of Qualification Document and Technical Bids

20.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the Proposal Submission Deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 20.4.

20.2 The Employer's evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer's administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 20.4

20.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 24.

20.4 At the opening of the Qualification Document and Technical Bids the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Bid Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Bid; (iii) the presence or absence of the Declaration of Undertaking (Section IV Form 1), (iv) any modifications to the Proposal submitted prior to the Proposal Submission Deadline; and (v) whether the Proposals have been received on time and sealed as per ITC 18.6 – 18.8, and any other information deemed appropriate or as indicated in the **Data Sheet**.

21. Proposals Evaluation

21.1 The evaluation of the Qualification Document and Technical Bid shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 20.2.

21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal Submission Deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Proposal documents.

21.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the Data Sheet.
21.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

22. Evaluation of Qualification Documents

22.1 The Employer shall reject an Application that is not substantially responsive to the qualification requirements of this CFP. In particular, an Application failing to demonstrate that the Applicant fulfills the technical and financial capability requirements set out in the Data Sheet or lacking the following documents shall be considered not substantially responsive:

a) Declaration of Undertaking (Form 1)
b) Declaration on Conflict of Interest (Form 2)
c) If the Bidder is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
d) Financial Capability Statements and supporting documentation as required (Form 4)
e) Power(s) of Attorney authorizing the representative of the Bidder

22.2 The Employer shall evaluate substantially responsive Qualification Documents in terms of the qualification criteria indicated in the Data Sheet.
22.3 The Employer shall reject an Application if it has determined that the Qualification Document is not responsive in accordance with ITC 22.1 or 22.2.

23. Evaluation of Technical Bids

23.1 The Employer shall evaluate all Technical Bids of Bidders with substantially responsive Qualification Documents.
23.2 The Employer shall evaluate the Technical Bids on the basis of the criteria and point system set out in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score. If specified in the Data Sheet a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.
23.3 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 fulfillment of the sub-criterion, basically meets the requirement of the respective sub-criterion.

e) 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.

f) 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.

24. Opening and Evaluation of Financial Bids

24.1 The Financial Bids of those Consultants which have achieved the minimum score in accordance with ITC 23.2 shall be opened. The Financial Bids of those Consultants below the minimum score shall not be opened and shall be returned unopened after the selection process is completed and the Contract signed with the winning bidder.

24.2 The opening of the Financial Bids shall be done in accordance with ITC 20.2 and ITC 20.4.

25. Evaluation of Financial Bids

25.1 The Financial Bids shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

25.2 If a Time-Based contract form is included in the CFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors,(b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the CFP 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 Bids in indicating quantities of input, the Technical Bid prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Bid so as to make it consistent with that indicated in the Technical Bid, apply the relevant unit price included in the Financial Bid to the corrected quantity, and correct the total Proposal cost.

Lump sum contracts

25.3 If a Lump-Sum contract form is included in the CFP, the Consultant is deemed to have included all prices in the Financial Bid, therefore no price adjustments shall be made. The total price,net of taxes understood as per Clause ITC 26 below, specified in the Financial Bid (Form FIN-1) shall be considered as the offered price.

25.4 Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the CFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.

25.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time-Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 25.2 and ITC 25.3.

26. Taxes

26.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet.**

27. Conversion to Single Currency

27.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

28. Combined Evaluation of Technical and Financial Bids

28.1 The Proposal Score will be calculated as per the formula and instructions in the **Data Sheet**.
28.2 A combined evaluation report shall be established with the result of the qualification as well as the technical and financial proposal evaluation. The Bidder with the highest Proposal Score shall be declared the winner and invited for negotiations.

29. Employer's Right to Reject All Proposals

29.1 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

30. Negotiations

30.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 28.2.
30.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

Availability of Key Experts

30.3 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 12.2 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.

30.4 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 of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical Negotiations

30.5 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

30.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sumbasis 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.

30.7 All terms and conditions of the Contract,including the paymentschedule, shall be strictlyin accordance with the terms and conditions set out in the contract form provided in Section IX. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

31. Conclusion of Negotiations

31.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant's authorized representative.

31.2 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.

32. Award of Contract, Information of Consultants

32.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

32.2 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.

32.3 Subject to FS/ISF/GRMA's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Terms of Reference for risk analytics and capability development in Madagascar (Phase II)

Background

The Global Risk Modelling Alliance Programme (GRMA) – hosted by the InsuResilience Solutions Fund (ISF) and funded by the German government – provides support to strengthen climate and disaster risk understanding, as a prerequisite for comprehensive climate and disaster risk management. In most climate-vulnerable countries, there is a willingness to strengthen risk understanding to address limited access to and ability to use risk analytics as well as exchanging knowledge on risk. The GRMA thus supports countries most affected by climate change to access risk analytics resources and develop local expertise on climate and disaster risk modelling. Taking a public-private-partnership approach (PPP), with the Insurance Development Forum (IDF) as private sector representative, the ISF draws on the expertise and know-how of the private sector as well as public sector research and academia in climate and disaster risk modelling and analytics. See **https://grma.global/** for more information.

GRMA aims to support the development of new models and data sets, including relevant tools, training and capability strengthening, to improve the competences of local experts to sustainably collect and update the data, as well as improve data reporting systems and tools. The effects of climate change, urban and social changes, and risk reduction/mitigation measures would also be incorporated into the analyses. The programme will thus strengthen long term local capacities in risk understanding through co-development of climate risk analytics tools supporting actionable policies in climate and disaster risk adaptation, reduction, and financing (CDRFI).

The GRMA was requested by the Government of Madagascar via the Cellule de Prévention et d'appui à la Gestion des Urgences (CPGU) in collaboration with Ministry of Economy and Finance (MoEF) in August 2023 to provide technical support in conducting risk assessments and developing capabilities in climate risk management (CRM) and Climate and Disaster Risk Finance and Insurance (CDRFI). Due to the diverse nature of support requested, the request was split into two phases.

GRMA Phase I[1] (May 2024 to November 2025) included the following projects:

- Developing a multi-hazard risk profile for eight hazards (tropical cyclones, riverine flood, drought, landslides, coastal erosion, forest and bush fires, red sandstorms, and locust invasion). Impacts have been estimated nationally, for population, agriculture and the built environment. This project provides an update to and extension of previous risk profiles, with updated probabilistic modelling of several hazards.
- Establishing a comprehensive database for national risk data and information on key hazards. 'ResilienceMada' Geonode (https://www.resiliencemada.gov.mg/) was expanded with additional open access data and new functionalities, and hosted for a further three years.

[1] https://grma.global/resource-centre/countries/madagascar/

Additionally, there are previous and ongoing programmes related to GRMA's areas of work including from African Risk Capacity (ARC), Africa Disaster Risk Financing (ADRiFi), MapAction, World Bank's Pilot Program for Climate Resilience (PPCR), among others. These are listed in the scoping report[2] prepared by the GRMA following the initial In-Country Workshop in Antananarivo in February 2023 and in resources generated in Phase I. Work conducted in GRMA Phase II will seek to complement those initiatives, build upon Phase I outputs, capitalise on existing information and structures, and create new tools, training and capability development to enhance the capacities and capabilities of local staff and stakeholders.

Objectives

Through its continued support to support Madagascar, the GRMA programme intends to:

- deepen the application of quantitative risk analytics, building on the work completed during the first phase of GRMA support;
- improve the capability of a designated group of technical experts to perform risk analytics and wider stakeholders to use the developed risk information in decision-making;
- make all new data and models available to the Government of Madagascar and other stakeholders to apply the models and data following project conclusion.

Phase II of the project focuses on modelling **pluvial flood risk, macro-economic impacts of climate risks, and internal displacement due to climate hazards.** The project will involve **significant co-development of data and analytics between service providers and national users.** All information should be made easily available to national and sub-national development planners; public and (local) private sector organisations, to mainstream the implementation of climate risk management and financing strategies, and specific projects in sectoral development. The project will thus strengthen long term local capacities in risk understanding with co-development of country risk strategies in climate risk adaptation, DRR, CDRFI and programs such as African Risk Capacity (ARC) and the Global Shield.

The scope of support of Phase II of the GRMA project in Madagascar is to:

- Increase understanding of flood hazard induced by heavy rainfall associated with tropical cyclones, and assess the direct and indirect impact of flood events.
- Increase understanding of the macro-economic impacts of climate hazards and assess their direct and indirect impacts on the national economy.
- Estimate the impact of climate shocks on internal displacement and the knock-on effect on population and fiscal resources related to the impacts of natural hazards.
- Improve the technical capability of the designated group of technical experts to use the tools developed with GRMA project support.

GRMA is therefore seeking to contract a firm or consortium (henceforth the 'Service Provider') to deliver the above-mentioned services and to undertake capability development throughout the project in close consultation with the GRMA team and country stakeholders identified by CPGU.

[2] https://grma.global/resource-centre/country-reports/grma-programme-in-madagascar-2/

The Service Provider is required to co-develop data and models with the relevant stakeholders and assess the additionality and complementarity of its delivery to existing models and data available through GRMA Phase I (implemented by a consortium led by AXA Climate), ARC, and other initiatives. There is emphasis on producing and using open data and models. Necessary knowledge sharing in how to use the data and models is to be provided by the consortium in conjunction with GRMA through a dedicated programme of capability development.

Local stakeholder and institutional involvement

The involvement of relevant local and national stakeholders and institutions and sustainability of the knowledge created and shared in the programme are two key principles of the GRMA programme. Several stakeholders have been identified with CPGU and MEF, and are encouraged to contribute to the project including notably through sharing data and participating in capability development activities, though are under no obligation to undertake services and tasks for the service provider.

The Service Provider is encouraged to collaborate with local/national actors, involving them directly or indirectly, in the co-development of models and data to improve the relevance and quality of outputs, with strengthening national capabilities, even as consortium partners. The Service Provider is further requested to consult or partner with institutions in technical activities and capability development for the specific projects (see project descriptions and tasks), and to explore possible active or in-kind involvement of:

- Université d'Antananarivo and academic institutions in the country,
- GRMA Phase I consortium partners,
- ARC Ltd., considering the interoperability of project outputs with ARC models and inclusion of ARC technical working group members in each project activity,
- Other international and national actors undertaking related work in Madagascar.

Project definition

This section outlines the three projects in GRMA Phase II. Details are provided under 'Tasks' and in the Annex.

Project 1: Modelling cyclone and non-cyclone induced pluvial flood risk

The project will develop a pluvial flood hazard and risk assessment, distinguishing risk induced by tropical cyclones and those induced by other weather events, to enable national-scale combined flood risk assessment. This combined model will be used to identify high risk areas of combined flood hazard and refine flood risk estimation under current and future climate conditions. The project is intended to leverage tropical cyclone (wind, flood and storm surge) and fluvial flood modelling conducted in GRMA Phase I. See Task 2 for more details.

Expected Beneficiaries: Decision-makers and technicians in the field of disaster risk reduction and management at local and national levels.

Capability development: Strengthen capabilities of beneficiaries to be able to analyse and integrate flood risk data in strategies for disaster risk reduction, climate adaptation and risk financing.

Project 2: Modelling the dynamics and impacts of internal displacement related to disasters

The project will evaluate displacement of population due to tropical cyclone, flood and drought. Leveraging results of risk models developed in Phase I, existing displacement research, historical datasets, case studies, and community insights, the project will aim to identify thresholds of impact which trigger displacement and quantify potential displacement in extreme events. By taking into account the potential change in impacts under climate and socio-economic change, the project will estimate displacement under future conditions. Further, economic direct and indirect economic costs of displacement, and disruption to cultural heritage will be estimated for selected event scenarios.

The Service Provider is expected to consult / partner with institutions already working on displacement in Madagascar, including but not limited to the International Organization for Migration (IOM), Internal Displacement Monitoring Centre (IDMC), GIZ Madagascar, and University of East Anglia (UEA) who are executing an ISF-funded study on internal migration and risk modelling. Partnerships would aim to develop upon and avoid replication of work done or in progress.

It is also foreseen to provide actionable policy recommendations to inform risk management strategies that include evidence on potential levels and sources of displacement. See Tasks 3 and 6 for more details.

Expected Beneficiaries: Decision-makers and technicians in the field of disaster risk reduction and management at local and national levels.

Capability development: This would focus on developing beneficiaries' skills and knowledge to understand and manage impacts of internal displacement for both the destination and affected areas by means of, but not limited to, trainings, knowledge-sharing initiatives, workshops, community engagement and awareness, risk assessment exercises, and scenario planning.

Project 3: Modelling macro-economic impacts of climate shocks

The project will focus on assessing economic impacts due to climate hazards and disasters using a macro-economic model and disaster risk estimates produced in Phase I and Phase II of the GRMA support (tropical cyclones, flood, and drought), as well as other existing estimates of economic shocks due to climate-related hazards and disasters and other macro-economic factors.

The project requires review of existing macro-economic models and approaches (e.g., input-output, computable general equilibrium (CGE), agent-based models (ABM)) to propose the most suitable model for the purpose. The project should build on existing macroeconomic modelling capabilities available in the country and avoid any duplication, notably by capitalising on work by International Institute for Applied Systems Analysis (IIASA) for Task 4.1 and the Green Climate Fund (GCF) for Task 4.2, and MoESD. Please note that this in no way excludes IIASA or related organisations from being part of a bidding consortium.

Expected Beneficiaries: Decision-makers and technicians in the field of macro-fiscal planning and management at national level.

Capability development: Focussed on informing and strengthening the ability of the Madagascar government to (1) understand and apply the modelling undertaken to support the management of economic impacts of climate shocks (2) be able to undertake similar modelling independently in future to support financial resilience of the country including mobilising international climate finance. This is expected to be achieved through theoretical and practical training on macro-economic modelling, building on existing knowledge (which will need to be assessed first), via workshops, simulation exercises, curriculum development and scenario planning.

Tasks

To deliver the above-noted projects, the Service Provider will undertake tasks T1 – T8 described in detail in this section, and summarised in four tranches in the table below:

No.	Tasks to be delivered	Submission date
1	• **T1. Inception report** elaborating the methodologies to be implemented in each project, including the proposed capability development approach, and based on a review of the resources locally available as well as those produced under Phase I of the GRMA project.	**The first Task (T1)** to be delivered no later than two (2) months after the signing of the contract.
2	• **T2. Pluvial flood risk assessment**, based on rain-grid modelling of storm flooding for selected RPs, cyclone and non-cyclone events, as well as a comparison with Phase I riverine modelling for the identification of high-risk areas and frequency of disruption. • **T3. Displacement matrix for three climate risks**, which estimates the direct and indirect economic impacts of population displacement (T3.1) as well as non-economic disruptions to communities, with a focus on cultural heritage (T3.2) for selected drought, flood and cyclone scenarios, including accompanying capacity development and policy recommendations. • **T4: Macro-economic disaster impact simulations** based on the development or improvement of (a) macroeconomic model (T4.1), followed by the application of this model to develop relevant simulations to inform disaster risk management and financing strategy and accompanied by capacity development and training of relevant stakeholders (T4.2).	The **second set of Tasks (T2-4)** to be delivered no later than ten (10) months after the signing of the contract. Includes at least one instance during this timeframe where stakeholders are able to review and comment on **draft versions of these deliverables.**

No.	Tasks to be delivered	Submission date
3	**T5. Assessment of the specific financial impact of tropical cyclones**, based on the macroeconomic model and tools developed in the framework of T4. **T6. Assessment of the direct financial consequences of population displacement on regional economies**, through the application of the ISF/UEA displacement model and/or from the macroeconomic model and tools developed in the framework of T4.	The **third set of Tasks (T5-6)** to be delivered no later than fourteen (14) months after the signing of the contract. Includes at least one instance during this timeframe where stakeholders are able to review and comment on **draft versions of these deliverables.**
4	**T7. Capacity development**, delivered throughout the project in the form of four main workshops, and as described in activities specific to each task. **T8. Final report** elaborating the results of the risk assessment, recommendations for future studies and lessons learnt including outcomes of the capability development activities.	Delivery of **the Final Tasks (T7-8)** and completion of the work: no later than fifteen (15) months after the signing of the contract.

Please note that:

- **All bidders are expected to review and refer to the Annex, which lists the detailed specifications and requirements for deliverables against which bids will be assessed;**
- **When preparing budget for submission, bidders are expected to include approximately EUR 50,000 for data collection activities (defined and outlined in GRMA Phase I) and sum of 25,000 EUR for hosting and maintaining the data repository GeoNode.**
- **The Service Provider is expected to propose a mechanism for monitoring and reporting progress to CPGU and other project stakeholders, through intermediate reports and meetings, to be discussed and agreed with CPGU and GRMA during project inception.**

T1: Inception Report

The Service Provider will provide an Inception Report describing in full the proposed methodology for each project and project task, and workplan for the projects. The Service Provider is requested to discuss and present outcomes of discussions with existing initiatives on potential collaboration and synergies regarding the requested activities. Therefore, close consultations with GRMA, CPGU and other relevant organisations and initiatives in Madagascar will be required for the development of the methodology.

Deliverables

D1 Inception report (PDF and Word, English and French) providing:

Expected workload: 20 calendar days

Completion time: 2 months after contract signing

T2: Simulating pluvial flood risk in Madagascar (cyclone and non-cyclone induced)

Task 2 pertains to Project 1, summarised above. In Phase 1 of the GRMA programme, a fluvial flood model and a tropical cyclone wind and storm surge model were developed for the whole of Madagascar. The Service Provider will estimate rainfall fields for key historical cyclones that have affected Madagascar to estimate the distribution of pluvial flood hazard in those events, produce pluvial flood hazard maps for each scenario, and estimate flood-induced damage and disruption per event.

Deliverables

D2a Model documentation.

D2b Rainfall field data and pluvial flood hazard maps for the simulated historical events and selected return period events.

D2c Estimated flood loss from direct damage and disruption for the simulated historical events and selected return period events.

D2d Capability development

Expected workload: 40 calendar days

Completion time: 10 months after contract signing.

T3: Modelling internal displacement related to disasters, and economic and cultural impacts

Task 3 pertains to Project 2, summarised above. The goal of this task is to identify and quantify the internal displacement due to climate related hazards. The project then aims to evaluate the economic consequences for the affected (due to hazard) and destination (final settlement place) regions along with non-economic losses related to flood, cyclone and drought risks. The Service Provider is expected to perform a critical literature review and apply existing state-of-art model displacement model and quantify the impacts on the affected and destination area. The Service Provider is expected to use a scenario-based approach to assess potential impacts. The choice of regions (specific to TCs, floods, and drought) is expected to be based on hotspots identified by GRMA Phase I and II analysis and agreed upon at inception phase.

T3.1 Direct and indirect economic impacts (for both affected and destination areas per hazard)

D3.1a For selected disaster scenarios, estimate the direct and immediate financial impact

D3.1b For selected disaster scenarios, estimate the indirect longer-term economic effects

D3.1c Trends and patterns identified, per hazard and hot-spot region, as output from the displacement model

T3.2 Impacts on communities and cultural heritage (for both affected and destination areas per hazard)

D3.2a For selected disaster scenarios, estimate non-economic disruption to communities with a focus on loss of cultural heritage (methodology to be appropriately selected by the Service Provider).

D3.2b Produce and incorporate knowledge-sharing initiatives, workshops, community engagement and awareness, risk assessment exercises, and scenario planning as part of the capability development programme for government and technical agencies.

D3.2c Provide actionable policy recommendations to mitigate the adverse effects of displacement as identified above and provide risk management strategies as part of the capability development exercise in Task 7.

Expected workload: 60 calendar days

Completion time: 10 months after contract signing.

T4: Macro-economic disaster impact simulations

Task 4 pertains to Project 3, summarised above.

T4.1 Macro-economic model development

The goal of this task is to create or improve a(n) existing macro-economic model(s) to estimate the financial, economic and developmental risks associated with extreme disaster and climate related events, both historical and future risks. This would be done for TCs, floods, and droughts (models already available under GRMA Phase I). The Service Provider is expected to develop the model and evaluate the mix of ex-post and ex-ante risk financing resources that can be utilised to manage said risk.

Deliverables

D4.1a Model documentation

D4.1b Data Sets for loss estimation – multi-model (additive loss from various models) and assessment of fiscal situation.

D4.1c User Guide

D4.1d Software Code and GUI

D4.1e Validation and testing reports

D4.1f Presentations and reports

D4.1g Capability development

T4.2 Model-based simulations to inform risk management incl capability development for relevant stakeholders

The goal of this task is to run the macro-economic model to perform various impact simulations that serve to inform decisions on managing and financing disaster risk – notably directing limited resources to the most impactful interventions. The simulations should include short-term and future scenarios comprising loss estimation, calculating the fiscal vulnerabilities of the country, estimates of the overall macro-economic impacts, as well as the assessment of ex-post and ex-ante risk financing resources (including but not limited to various forms of insurance, international assistance, contingent credit, budget diversion etc). Scenarios should also include relevant policy and sensitivity analyses.

D4.2a Perform short term impact simulations

D4.2b Perform fiscal and budgetary simulations

D4.2c Perform preventive policy simulations

D4.2d Perform long-term simulations

D4.2e Capability development

D4.2f Creation of learning resources

Expected workload: 60 calendar days

Completion time: 10 months after contract signing.

T5: Assessing the economic impact of tropical cyclones

This task aims to quantify and assess the economic impacts (using the macro-economic model developed in Task 4) caused by flooding due to tropical cyclones (model developed in Task 2) at a regional scale (out of the hotspot areas identified by GRMA Phase I and agreed upon at inception phase). This would be conducted on the total of all exposure in the region and impacts/loss due to tropical cyclones on the economic value and activities in the region. Finally, the Service Provider would gauge the mix of ex-post and ex-ante risk financing resources that can be utilised to manage said risk with recommendations to the policy makers on the resources available at time of disaster.

Deliverables

D5a Exposure and fiscal vulnerability map.

D5b Estimate the macro-economic impacts to the region (of GDP) and reason the assumptions that are made for the macro-economic analysis.

D5c Validation exercise of the estimates computed in D5b based on observations from previous events and detailed description of validation and calibration exercise on historical data. The loss estimates should be results of CLIMADA/OASIS exercise that are used for estimates of macro-economic impacts.

D5d Estimation of loss and damage risk distribution of the historical and future scenarios.

D5e Fiscal gap analysis.

D5f Formulate recommendations for policymakers.

Expected workload: 40 calendar days

Completion time: 14 months after contract signing.

T6: Estimating direct financial consequences of displacement on regional economies

The objective of Task 6 is to quantify the economic impacts of displacement on regional economies including both **affected** and **destination** areas. The aim is to assist local stakeholders to incorporate findings into future urbanisation plans and development priorities for the regions.

Task 6 brings together estimated displacement associated with disasters (T3) with economic modelling for displacement. Using an existing framework for the estimating economic costs of displacement (e.g. from IDMC[3]), the Service Provider will elaborate the economic impact of disaster displacement for selected scenarios displacement due to cyclone and associated flooding, and drought (independently of each other). These should comprise historical and future climate scenarios as identified in T3.

Deliverables

D6a Quantify the direct economic impacts of flood on the affected and destination area

D6b Quantification of how human displacement affects livelihoods in urban areas

D6c Recommendations for mitigating the financial risks associated with human displacement and strategies

D6d Capability development

Expected workload: 40 calendar days

Completion time: 14 months after contract signing.

[3] api.internal-displacement.org/sites/default/files/inline-files/20180608-idmc-economic-impacts-framework_0.pdf

T7: Capability Development

GRMA has a core aim of developing technical capability in risk analytics in countries and institutions that have requested GRMA support. Co-definition and co-development of models and data are central to achieving this. Therefore, capability development should be undertaken throughout the project and embedded within each of the projects and tasks defined in this TOR. The Service Provider will closely collaborate with the GRMA team and CPGU to provide capability development through the inclusion of local experts in the project team and a series of capability development activities.

The overall objectives of GRMA capability development are that in-country stakeholders involved in the GRMA project should achieve one or more of the following:

- have sufficient knowledge of the process applied during project implementation and be able to interpret outputs received form technical projects (e.g., exposure assessments, risk estimates)
- be able to maintain hazard, exposure, vulnerability and risk data and information beyond the project lifetime.
- be able to apply outputs in ongoing disaster and climate risk management, financing and insurance activities and as evidence for funding applications.
- be able to expand knowledge on the outputs as part of their work on climate change impacts within their country.
- be more confident in commissioning similar work in the future.

GRMA encourages conducting capability development with relevant university departments mandated to or capable of sustaining and mainstreaming work on risk analytics and which are already equipped and experienced in teaching similar or related concepts and practices. The Service Provider is encouraged to deliver capability development materials and sessions in the local language and are required to make teaching or workshop materials available for further use by participants. GRMA and the country counterparts will identify relevant participants for capability development activities, based on their relevant skills and capacities and need for this knowledge in their organisation/role, but will include technical staff and early career staff from relevant sector agencies, civil protection, financial institutions and research organisations.

The capability development approach should aim to build on international and local good practices for knowledge exchange, as well as the existing strategies, mandates and mechanisms for capability development in Madagascar. This includes building on previous related efforts in the country for example by regional and international organisations. It is expected that GRMA capability activities will take place using multiple methods as appropriate to the relevant tasks and audience. The Service Provider is encouraged to elaborate on these approaches, drawing on their own experience in capability development as is exemplified in the capability development activities above. The format of capability development should be agreed in collaboration with GRMA, CPGU and the relevant stakeholders. Please see the GRMA's Vision for Capability Development document for more information.

Deliverables:

Service Providers are encouraged to consider a holistic capability development approach that combines workshops with a series of complementary knowledge exchange activities, delivering the capability development required under each task (as is highlighted in activity definition of each of the three core exercises). Those activities could take place within, immediately around or between the project workshops. The Service Provider is expected to include workshops and any other capability development activities in the budget.

D7a Organise and lead a 2-day in-person workshop in-country to kick-off the project.

D7b Organise and lead a 2-day in-person workshop in-country to close the project.

Expected workload: 20 days

Completion time: 15 months after contract signing.

T8: Final Technical Report

The Service Provider will provide a final technical report describing the work completed and the results of the risk assessment, including recommendations for future advanced risk assessments in Madagascar. Translation of documents should be arranged by the Service Provider.

Deliverables:

D8 Final technical report (PDF and Word, English and French)

Expected workload: 20 days

Completion time: 15 months after contract signing.

Project Timeline

The tasks listed above with deliverables are expected to be completed within a 15-month period after signing of the contract, up to a maximum of 18 months (it could be more than one person-day per month, the ToRs identify a total of 300 expected person days for all tasks but leave it to SP for their judgement). The S is expected to propose a detailed time schedule for carrying out the activities in the form of a Gantt chart or similar.

Geospatial data

Data will be provided in an OGC-compliant file format (e.g., .shp, .tif, .csv, .parquet) under an open license, e.g. CC-BY-SA 4.0, with potential exceptions, such as where layers are derivative of licensed data, to be clarified in the proposal. Data should be provided in two spatial projections: EPSG:4326 - WGS 84 and CR-SIGRAS / CRTM05 - EPSG:8908.

Full metadata describing the source and date of origin will be provided, consistent with the open Risk Data Library Standard (https://riskdatalibrary.org/). The structure of exposure data will use the Open Exposure Data Standard (Oasis curated Open Data Standard).

Availability of reports and data

All reports produced under this contract will be uploaded by GRMA to https://grma.global/resource-centre/countries/madagascar/ for open access.
All data produced under this contract will be uploaded with completed metadata, by GRMA to the GRMA GitLab repository for file storage, and by the consortium to the Madagascar government GeoNode, https://www.resiliencemada.gov.mg/. Access to both will be provided as links on https://grma.global/project-data/.

Annex: Technical Specifications and Requirements for Deliverables

This annex summarises the necessary technical specifications and requirements for deliverables outlined in the above Terms of Reference. **These will serve as quality standards against which bidders will be assessed** alongside GRMA's evaluation criteria and scoring approach.

T1: Inception Report

D1a - Review of previous national and regional hazard and risk assessments and DRM activities, and existing data relevant to completing Tasks 2-7. The review should identify current gaps in climate and disaster risk information relevant to project completion, and approaches required to manage those challenges.
D1b - Identification of data required or beneficial to completion of the projects, and a plan for how this will be collected.
D1c - Detailed technical description of the methodologies to be applied in individual tasks of the assignment.
D1d - Proposal for the structure and content of each capability development activity, including how each activity complements the risk assessment, connects to or builds on other activities, and promotes the sustainability of capability development outcomes for country experts. See T6 for capability development principles and main workshops, and T2-5 for project-scope of capability development.
D1e - A detailed workplan of activities, including quality assessment and control procedures, and dates for providing deliverables.
D1f - Documentation of exchanges with existing initiatives, particularly ARC, and those involved in GRMA Phase I, ensuring complementarity regarding potentially available models, data.

T2: Simulating pluvial flood risk in Madagascar (cyclone and non-cyclone induced)

Using Phase1 tropical cyclone (TC) analysis data, rainfall fields and pluvial flood maps will be estimated for a range of cyclone events representative of the above return periods used in Phase I. For each, the hazard maps will estimate maximum flood depth and areas of high pluvial flood potential, and be used to estimate losses due to direct flood damage and highlight locations of potential flood disruption to residential, commercial, industrial buildings and critical infrastructure and services. The Service Provider will compare these pluvial hazard maps and fluvial flood maps from Phase 1 to communicate potential hotspots of combined pluvial and fluvial flood hazard risk planning, with clearly communicated processes and assumptions around what inundation is considered fluvial and what is pluvial. While this task is intended to highlight the impact of the flood component only within cyclone impacts, the issues of combined losses should be explained as part of communicating results.

Due to the lack of rainfall gauge observations in Madagascar, it is expected that the Service Provider would apply global data sources such as the Global Precipitation Measurement (GPM) dataset to identify timeseries relevant to past cyclones, as input to a rain-on-grid model, with particular attention on simulating flooding in urban areas. Through rainfall-runoff modelling the Service Provider should aim to account for the component of rainfall contributing to fluvial flood modelling, but is not expected to perform fluvial flood hazard modelling, as this was undertaken in Phase 1.

D2a - Documentation of the model should detail the methodology, provide an inventory of all input data sources and outputs of the assessment, and describe the method and results of validation conducted for the model output in historical period. The validation exercise should describe and justify differences between historical/projections and validation data, assumptions applied, and limitations of the analysis.
D2c - Flood loss estimates should provide a summary of key flood damage hotspots, and coincidence of pluvial and fluvial flooding, as well as discussion of how cyclone-induced rainfall losses may be expected to change in Madagascar under future climate scenarios.
D2e - Capability development should include preparation of materials for capability development programs to enable local experts to understand the risk information generated for informing DRR/DRM decision-making. Summarise findings and insights from the model, in a format suitable for identified stakeholders or decision-makers and contributing material for capability development identified in Task 7 below.

T3: Modelling internal displacement related to disasters, and economic and cultural impacts

D3.1a – Financial impact estimates should include property damage, loss of income, costs of relocation to the affected areas, and cost of resettlement into destination areas.
D3.1b – Estimates should include loss of productivity, increased healthcare expenses, and impacts on local economies.

T4: Macro-economic disaster impact simulations

D4.1a - Documentation of the model should explain its structure, assumptions, equations, and variables. This includes both stochastic (behavioural) equations and identities along with the assumptions that one needs to make to analyse and adapt to climate related hazards.
D4.1b - Data sets should include:

- Historical data used for estimating the model's parameters, including hazard (multi-model selected from GRMA Phase I at inception stage), exposure, vulnerability, as well as any exogenous variables used but are not explained within the model.
- Future climate simulation run for the hazards under two RCM/GCM and RCP/SSP combinations for all the above selected hazards
- Detailed review of the fiscal situation of the country and historical DRM strategy from TCs, floods, and droughts.

D4.1c – User guide should cover how to use the model, including instructions for inputting data, running simulations, and interpreting results. This could also be provided as supplementary readme file, e.g. if the code is on GitHub or similar.
D4.1d - The code used to implement the model could be in statistical software like R, Python, or specialised econometric software (which should be open-source and open-access). It should also include a user-friendly graphical interface (GUI) that doesn't require programming skills.
D4.1e – Reports should describe the model validation process, including tests for accuracy, robustness, and reliability. This is very important and critical step of the model building exercise.
D4.1f - Presentations and reports should include summarised findings and insights from the model, in a format suitable for identified stakeholders or decision-makers and contributing material for capability development identified in Task 7 below.

D4.1g – Should include preparation of materials for capability development programs to enable local experts and government officials to understand the macro-economic model. Summarise findings and insights from the model, in a format suitable for identified stakeholders or decision-makers and contributing material for capability development identified in Task 7 below. Also, integrate usability testing phases at different stages of development

D4.2a - Short term impact simulations should include:
- Economic impacts of disasters of varying intensities (from moderate to extreme)
- Effects of successive or simultaneous disasters (e.g., cyclone followed by flooding)
- Differentiated impacts by region and key economic sector (agriculture, tourism)
- Consequences on critical infrastructure and essential services
- Impact on population, particularly in terms of probable number of affected people

D4.2b - Fiscal and budgetary simulations should include:
- Depletion of budgetary reserves in the face of repeated disasters
- Cost/benefit comparison between different financial instruments (insurance, contingency funds, international aid)
- Impact on public debt and medium-term fiscal sustainability
- Financing needs for reconstruction and economic recovery
- Impact on economic growth

D4.2c – Preventive policy simulations should include:
- Cost-benefit analysis of preventive investments vs. reconstruction costs
- Impact of investments in resilient infrastructure
- Comparative effectiveness of different adaptation measures
- Cost-effectiveness of early warning and evacuation systems

D4.2d – Long-term simulations should include:
- Development trajectories under different climate scenarios
- Cumulative effects of recurrent disasters on economic growth
- Impact on sustainable development goals
- Structural changes needed in the economy to increase resilience

D4.2e - Training and capacity building should include:
- Conduct preliminary assessment of future users' technical skills
- Structure training in modules adapted to different competency levels
- Implement a "train the trainers" program to develop local expertise

D4.2f – In addition to T4.1:
- Produce multilingual documentation: French in addition to English
- Develop visual aids (infographics, tutorial videos) explaining how the model works
- Create a glossary of technical terms with simplified explanations

T5: Assessing the economic impact of tropical cyclone using macro-economic model

D5a – Mapping should include review of the fiscal situation (financial resilience) of the region and historical DRM strategy in case of disaster as followed at regional/national level.
D5c - Estimates computed in D5b should be validated based on observations from previous events and detailed description of validation and calibration exercise on historical data. The loss estimates should be results of CLIMADA/OASIS exercise that are used for estimates of macro-economic impacts.
D5d - Estimation of loss and damage risk distribution of the historical and future scenarios with combination of two RCM/GCM and RCP/SSP combinations, as finalised at inception stage. Determine the fiscal gap including the return period event in case fiscal resources are insufficient to cover recovery and relief by combining fiscal resources available and adaptation measures that could be in place.
D5e - Propose risk-layering options for climate and disaster risk finance and insurance (CDRFI) actions, such as insurance, international assistance, contingent credit, budget diversion, and Microfinance Institutions (MFI) borrowing, and quantify the cost for specific risk-layers, estimates of shortfall after all available resources are deployed and costs to reduce the shortfall.
D5f – Recommendations should focus on the optimal mix of risk financing resources and strategies to enhance resilience and recovery, plan for engaging with stakeholders, including community leaders, and affected populations, to gather input and feedback on the assessment and recommendations, and strategy to communicate findings and recommendations to stakeholders in an accessible and actionable manner, including through capability development workshops.

T6: Estimating direct financial consequences of displacement on regional economies

D6a - Quantification should include the loss of income and cost of relocation, cost of settlement, and % of GDP in the region in historical and future climate scenarios. This would also entail trends and projections of movements of population from affected to destination areas with the displacement model. This activity would involve calibration and validation of the loss estimates of the economic losses using historical datasets or case studies.
D6b - Quantification should include changes in employment and income levels, and its impacts on food security of the region.
D6c - Recommendations should include those for policymakers on interventions to support affected communities and stabilise regional agricultural economies. This should be informed by a fiscal analysis of how displacement costs are currently funded and could be funded in the future, including climate and disaster risk finance and insurance (CDRFI) actions, such as insurance, international assistance, contingent credit, budget diversion, and MFI borrowing.
D6d – Capacity development should include engagement with policymakers who can benefit from the estimates of displacement impacts for fiscal, social protection, education, health and urban planning

T7: Capability development

The Service Provider should consider a holistic capability development approach that combines workshops with a series of complementary knowledge exchange activities, delivering the capability development required under each task (as is highlighted in activity definition of each of the three core exercises). Those activities could take place within, immediately around or between the project workshops. The Service Provider is expected to include workshops and any other capability development activities in the budget.

1. **D7a** - Organise and lead a 2-day in-person workshop in-country to kick-off the project. This workshop would present a first opportunity to agree on project workplans with local experts involved in the project and introduce initial capability development that will underpin the project work. The Service Provider will develop required knowledge sharing materials and agree on the schedule and content of the workshop with GRMA and CPGU. This workshop aims to inform the Inception Report (Task 1).
2. **D7b** - Organise and lead a 2-day in-person workshop in-country to close the project. This workshop would be expected to present in collaboration with local experts the results and outputs of each project and serves as a final opportunity within the project duration to undertake capability development, especially around the application of those outputs. The Service Provider will develop required knowledge sharing materials and agree on the schedule and content of the workshop with GRMA and CPGU. Feedback from the workshop will be documented in the Final Report (Task 7).

GRMA tracks progress in capability development through its Monitoring and Evaluation approach. Therefore, at the end of each task, GRMA requests feedback on activity participation (e.g., numbers, gender, job roles) and from participants on the value of the activity (more information will be provided during inception phase). In addition, to measure progress in capacity built in terms of access to data and models, quality of data and models, applicability in own policy context, ability of in-country personnel to use the data and models, an individual self-assessment form will be used. The self-assessment is to be completed by individuals who will receive capability development within the GRMA project at the beginning of the implementation phase and at the end. GRMA will provide an assessment template to the Service Provider before the inception workshop. The Service Provider will administer this activity-specific feedback process on behalf of GRMA. GRMA will administer longer-term Monitoring and Evaluation beyond conclusion of the projects defined in these TORs; the Service Provider will not be expected to administer this.

T8: Final Technical Report

The report is expected to include the following components:

1. Executive summary
2. Comprehensive summary of technical reports, documentation, and overviews of deliverables from Tasks 2-7 related to the model/data/methodology to implement the task.
3. Presentation of the risk assessment results, including discussion of key risks from each project i.e. macro-economic, displacement and Tropical cyclone.
4. Recommendations for future risk assessment and data development including guidance for better reporting of climate and disasters, providing better outreach and dissemination of information generated within Madagascar including inter-sectoral within the 2 SPs. Please provide at least 5 set of risk analysis problem statements (complete with adaptation option as done by CLIMADA/OASIS), with cross activity applications.
5. Report on project capability development. This report will document the capability development activities undertaken through the project, including: objectives, content and outcomes of task-specific and project-wide activities; participation summary and participants' feedback from each capability development activity; and an end-of-project assessment of participants' views on the level and value of knowledge exchanged and capabilities developed during the project.
6. Recommendations on ensuring sustainability of capability development activities and outcomes for country experts, including an evaluation of participant feedback for all the projects.

Summative evaluation to draw lessons learned, and make recommendations for further action. Strong focus on overall relevance, effectiveness, expected sustainability and expected impact.

Section III - Data Sheet

A. General

ITC Clause Reference

1.1

The Employer / Project-Executing Agency (PEA) is

Cellule de Prévention et d'appui à la Gestion des Urgences (CPGU)
4è Etage, Maison des Produits 67Ha
Boulevard Pierre Rajaonah, 101
Madagascar

The selection procedure is conducted by GRMA/ISF who acts as tender agent on behalf of the Employer under an agency contract between the Employer, service provider and Frankfurt School.

1.2

The method of selection is:

Single Stage Selection (1 stage) with Fixed Budget Selection (FBS)

1.3

The name of the assignment is

Global Risk Modelling Alliance Programme - Madagascar Phase II

1.4

A Pre-Proposal Conference will be held on 26.01.2026. In order to facilitate conference preparations, it is requested that the offeror emails the FS/ISF/GRMA team (grma@insuresilience-solutions-fund.org) by 20.01.2026 indicating interest to attend, at which point the meeting details will be shared. Offerors are also encouraged to submit all questions in writing at least three (3) days prior to the conference. The ISF assumes no responsibility for any expense incurred by an offeror prior to contract award.

Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

1.5

The name of the Project is:

G.02b, BMZ 2021.3683.6

B. Preparation of Proposals

2.1

The Proposal shall be submitted in English language, which shall be the governing language of the Contract.

All correspondence exchange shall be in English language.

2.2

The method of selection is:

Single Stage Selection (1 stage) with Fixed Budget Selection (FBS)

Sub-folder 1:

A. Qualification Document

1) A **Power of Attorney/-ies** authorizing the representative of the Applicant, designated in accordance with ITC 4.1 to submit the Proposal on behalf of the Consultant. If the Consultant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or Declaration of Association. If the representative of the Consultant is the owner, member or director of the Consultant or the Lead Consultant, a Power of Attorney shall not be necessary.
2) **Presentation of the Consultant** (maximum 10 pages, no brochures). If the Consultant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organization chart, as well as its main business areas as they apply to the project. If the Consultant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.
3) **Form 1**: Declaration of Undertaking. If the Consultant is a JV, separate statements shall be provided by each member of the JV.
4) **Form 2**: Declaration of Conflict of Interest. If the Bidder is a JV, separate statements shall be provided by each member of the JV.
5) **Form 3**: Declaration of Association. The Lead consultant shall submit the statement, indicating the sub-consultants. If the Bidder is an existing JV, the Bidder shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Bidder is a JV, which the members intend to form for the purpose of executing the contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.

6) **Form 4**: Financial Capability Overview, supported by the Bidder´s balance sheet and profit and loss Statements or annual tax statements. If the Applicant is a JV, separate statements shall be provided for each member of the JV. All statements shall be certified by a reputable auditor. If the statements are not available in English and not denominated in Euro, financial statements may be availed highlighting the relevant figures for the financial capability evaluation in the document. Foreign currency-based figures shall be converted at the applicable spot exchange rate of the date of the issuance of this Request for Proposal (either Consultant´s resident country central bank rate, IMF or reputable online services (Oanda, XE or similar).
7) **Form 5**: Project Experience (max. 2 pages per project)
8) **Form 6**: Personnel Overview (max. 3 pages)

Sub-folder 2:

B. Technical Bid

1) **TECH-1** Technical Bid Submission Form
2) **TECH-2** Comments or Suggestions on the TOR and Counterpart Staff
3) **TECH-3** Description of the Approach, Methodology, and Work Plan
4) **TECH-4** Work Schedule
5) **TECH-5** Personnel Schedule / Detailed CVs

Sub-folder 3:

C. Financial Bid (PASSWORD PROTECTED):

1) **FIN-1** Financial Bid Submission Form
2) **FIN-2** Financial Bid – Cost Breakdown

BOTH SUBFOLDERS FIN-1 AND FIN-2 MUST BE PASSWORD PROTECTED. Qualifying bidders should be asked to provide the password only after their technical bid pass the minimum score of 75%.

2.3

International Key Experts shall not participate in more than one Proposal. In the case the same International Key Expert appears in more than one Proposal, all Proposals concerned shall be rejected.

Sub-consultants shall not participate in more than one Proposal. In the case the same Sub-consultant participates in more than one Proposal,all Proposals concerned shall be rejected.

2.4

Proposals shall remain valid for **90 days** after the Proposal Submission Deadline.

2.5

The deadline for submission of clarifications by Bidders is fourteen (14) days prior to the Deadline for Proposal Submissions pursuant to SP 3.2 of the Data Sheet.

Clarifications requests shall be sent by email only and addressed to the Tender Agent (grma@insuresilience-solutions-fund.org with subject line – GRMA Madagascar Phase II CfP).

2.6

The fixed budget for the Services including any applicable taxes, duties and charges is

UP TO EUR 1,000,000.00

Financial Proposals exceeding the available budgets indicated above will be rejected by the Employer

2.7

The contract period shall be approx. fifteen **(15) months with more than one person month simultaneously possible.**

The number of working days per week shall be **five (5)**.

2.8

No changes or adjustments to unit prices are accepted once contract is final. The rates shall be fixed for a period of **15 months** after expiry of the bid validity.

2.9

For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT or withholding tax on revenue or income generated through the Contract)apply:

The Consultant, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.

The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.

2.10

Financial Proposals shall be in

EURO

only.

2.11

In accordance with SP 2.7 of the Data Sheet, the Financial Bids shall be calculated under the assumption that the Services will be remunerated on a **lump sum basis** with the following payment schedule:

Advance Payment	20% of the Contract Value after effectiveness of the Contract and completion of Task 1 (including all corresponding deliverables) in the ToRs and presentation of an invoice in the appropriate format.
Interim Payment	60% of the Contract Value as two equal instalments of 30% of the Contract Value after completion of Tasks 2-4 for the first and Tasks 5-6 for the second instalment, including all corresponding deliverables, as described in the ToRs and presentation of an invoice in the appropriate format.
Final Payment	20% of the Contract Value due after completion of Tasks 7-8 (including all corresponding deliverables) in the ToRs and presentation of an invoice in the appropriate format.

C. Submission, Opening and Evaluation

3.1

The Consultant shall submit the Proposal via email email (grma@insuresilience-solutions-fund.org with subject line – GRMA Madagascar Phase II CfP).

3.2

The **Deadline for the Submission of Proposals** is

Date: February 16th, 2026
23:59 CET (Central European Time)

Timely submission means that the file must be successfully emailed by the Deadline for the Submission of Proposals.

Please note that no physical delivery shall be made (no hard copies are to be submitted).

3.3

The evaluation of Proposals will be conducted by the GRMA/ISF on behalf of the Employer.

3.4

The Consultant´s Financial Capability Statement shall show a minimum average annual turnover **of at least EUR 1,000,000** for the past three financial years. In case of a JV, the aggregated average annual turnover of all JV members will be considered. Please refer to Form 4 of Section III.

3.5

Project Experience

The Consultant is requested to prove his past project experience by including minimum **three (3) references** of similar projects completed **during the past five (5) years** in the format presented in Form-5. References will be considered similar if they meet the following requirements:

- Advisory / technical assistance services to public institutions regarding design and / or implementation of climate risk analysis and modelling
- At least one (1) reference shall include development and implementation of modelling capabilities, understanding of the methodology of risk assessments, and associated tools and methodologies, strong hold and understanding of hazard modelling, exposure building, and vulnerability assessment
- At least one (1) reference shall include development and delivery of capacity building components, information management, statistics and data analysis, general project management, capacity building as relevant to the TORs

Optional but desirable:

- **At least one (1) reference shall be in the Project Region**

The requirement above marked "at least" shall be understood as minimum requirements and Proposals not including according reference will be non- responsive and rejected.

Type of document required: **Form 5 - Project Experience**

3.6

The evaluation of the Technical Proposal shall be carried out based on the following criteria and scoring system – also detailed in **Selection Criteria Documentation** available at https://insuresilience-solutions-fund.org/grma

	Assessment criteria	Weighting
A	Data and Hazard Model	20
B	Quality of Submission	15
C	Existing Expertise & Technical Capabilities	15
D	Providers of Data and Risk Models/Partners	25
E	Knowledge Transfer Capabilities	25
	Total maximum	**100**

Minimum score of 75% required

Proposals not achieving the minimum score will be rejected.

3.7

All costs will be expressed in **EURO**. No other currencies may be used

3.8

The weights given to the Technical (T) and Financial (F) Proposals are as following:

W_T = 80 %, and

W_F = 20 %.

The Proposal Score shall be calculated as:

P = PF + PT.

D. Negotiations and Award

3.9 The publication of the award of Contract following the completion of the contract negotiations and contract signing will be done on the following websites:

https://insuresilience-solutions-fund.org/

4.0 The expected commencement date of the Services is two (2) weeks after effectiveness of the Contract (estimated in April 2026).

Section IV - Qualification Documents - Standard Forms

Form 1	Declaration of Undertaking. If the Consultant is a JV, separate statements shall be provided by each member of the JV.
Form 2	Declaration of Conflict of Interest. If the Bidder is a JV, separate statements shall be provided by each member of the JV.
Form 3	Declaration of Association.
Form 4	Financial Capability Overview, supported by the **Bidder´s balance sheet and profit and loss Statements or annual tax statements.**
Form 5	Project Experience
Form 6	Personnel Overview

Form 1 - Declaration of Undertaking

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

("**Project Executing Agency**")

To:

1. We recognise and accept that FS/ISF/GRMA only finances projects of the Project Executing Agency ("PEA")[1] 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 FS/ISF/GRMA 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 convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany 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;

   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;

1 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.

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 (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6 being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website https://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 a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors[2] 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 FS/ISF/GRMA and resolved to its satisfaction;

3.2 having a business or family relationship with a PEA'sstaff 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 FS/ISF/GRMA 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 FS/ISF/GRMA, 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 during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

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

   6.3 we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[2] (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 FS/ISF/GRMA or an agent 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 FS/ISF/GRMA.

Name: ..... In the capacity of: .....

Duly empowered to sign in the name and on behalf of:[3]

Signature: ..... Dated: .....

2 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 FS/ISF/GRMA, 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.
3 In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposalon 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. 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/onmy 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 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 consultant)

..... (Signature(s))

Form 2 - Sample Declaration on Conflict of Interest

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per ITC 5.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 3 - Sample Declaration of Association for Consortia

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a partnership. *[Insert the name of the Lead Consultant]* will employ the following companies as sub-contractors:

[Insert the names of the sub-contractors]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that we are awarded a Contract, we shall perform the services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 3 - Sample Declaration of Association for a JV

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with ITC 4.1]

Form 4 - Financial Capacity Overview

This Financial Capability Overview must be supported by the Bidder´s balance sheet and profit and loss Statements or annual tax statements. If the Applicant is a JV, separate statements shall be provided for each member of the JV. All statements shall be certified by a reputable auditor. If the statements are not available in English and not denominated in Euro, financial statements may be availed highlighting the relevant figures for the financial capability evaluation in the document. Foreign currency-based figures shall be converted at the applicable spot exchange rate of the date of the issuance ofthis Request for Proposal (either Consultant´s resident country central bank rate, IMF or reputable online services (Oanda, XE or similar).

Financial data	2 years before last year [1] <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average EUR[2]
Annual turnover[3]				
Current assets[4]				
Current liabilities[5]				
Current ratio (current assets/current liabilities)				

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).

1 Last year = last accounting year for which the entity'saccounts have been closed.
2 Amounts entered in the 'Average' columnmust be the mathematical averageof 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 salesof goods, salesof services, interest, royalties, and dividends) during the year.
4 A balance sheet account, that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquidassets that can be readily converted to cash.
5 A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include shortterm debt, accountspayable, accrued liabilities and other debts.

Form 5 - 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 6 - Personnel Structure

Name	Professional experience (years)	Present position	Proposed role within project	Relevant skills and specialization (refer to country / project experiences where necessary)	Educational Qualification	Languages (1=native; 5= elementary)
Lead firm						
Consortium partner						

Section V - Technical Bid – Standard Forms

Checklist of Required Forms

Tech 1	Technical Bid Submission Form.
Tech 2	Comments or Suggestions on: A - the Terms of Reference B - 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 Tech 1 - Technical Bid Submission Form

[Location, Date]

To: [Name and address of Employer]

To whom it may concern:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Single Stage Selection dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Bid and a Financial Bid.

[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: *[Insert a list with full name and the legal address of each member, and indicate the lead member]*. We have attached a copy *[insert: "of our letter of intent to form a joint venture" or, if a JV is already formed,*"the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."

or

If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: *[Insert a list with full name and address of each Sub-consultant."]*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation containedin this Proposal may lead to our disqualification by the Employer.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.

c) We have no conflict of interest in accordance with ITC 5.

d) Except as stated in ITC 12.2, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those statedin ITC 12.2 may lead to the termination of Contract negotiations.

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet Paragraph 32.3.

We understand that the Employer is not bound to accept any Proposal that the Employer receives. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: .....
Name and Title of Signatory: .....

Name of Consultant (company's name or JV's name):
In the capacity of: .....

Address: .....
Contact information (phone and e-mail): .....

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

Form 2 - Tech 2 Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Employer

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

Form Tech 3 - Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Consultants are asked to provide a description of the approach and methodology for performing the assignment, including a detailed description of the proposed staffing structure and project management practices.

The text for this Form should be:

- *No more than 40 in total, including chapter headings, text in tables as well as titles and references for figures and graphics, but excluding the cover page and table of contents;*
- *Formatted at font size 11, and single-spaced;*
- *Noted on pages formatted to a normal or moderate standard (0.75" to 1" margins);*
- *Structured in such a way that a minimum of 10 pages are used to describe b) through e) outlined below;*
- *Accompanied by tables and graphics to help illustrate and summarise specific aspects of the proposal.*

The following structure is suggested for the Technical Proposal:

a) **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), and describe the technical approach and 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 TORs but to show the suitability of their concept in regards to the TORs and their comments made on these. For the activities related to capability development, the Consultant is expected to refer to the principles and practices outlined in GRMA's *vision for capability development*.

b) **Organization and Staffing:** Please describe the structure and composition of your team, including listing all Key Experts, other experts and relevant technical and administrative support staff. Roles, responsibilities and reporting lines within the project team and between the project team and GRMA as well as the Client, have to be clearly defined and suitable to the specific context and requirements of the project. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer and GRMA as well as with other stakeholders. The Consultant is strongly encouraged to include local staff in their team, and is also encouraged to include junior staff 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.

c) **Backstopping:** 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.

d) **Quality Control and Stakeholder Management:** Please outline the procedures for quality control of services rendered (reports, documents, data and capability development methods), 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.In addition, describe the intended approach for ensuring effective working relationships with the Employer and other stakeholders suitable to the specific context and requirements of the project, including but not limited to seeking inputs to define criteria for deliverables, actively and continuously involving these stakeholders in the development of key deliverables (co-development), and steps for validating and finalising deliverables.

e) **Logistics:** Please describe the planned logistics and facilities for the execution of the services, suitable to the specific context and requirements of the project.

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	...	Total
T1	*[e.g., Task #1: Report A*											
	1) data collection											
	2) drafting											
	3) inception report											
	4) incorporating comments											
	5)											
	6) delivery of final report to Employer]											
T2	*[e.g., Task #2.....]*											
n												

Please complete the template bar or Gannt chart above, 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. Include a legend, if necessary, to help read the chart.

In addition describe the plan for the implementation of the tasks and activities 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 as per FORM TECH-3, showing your understanding of the TORs and ability to translate them into a plan suitable to the specific context and requirementsof the project. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

Form Tech 5

Personnel Schedule (Bar Chart) (Indicative Format)

N.	Name	Position		Months[1,2]										Total time input[3] (in person-months)		
				1	2	3	4	5	6	7	8	9	...	Internal	National	Total
KEY EXPERTS																
K-1			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)
Maximum 3 pages per expert

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

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

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

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

Membership in Professional Associations and Publications:

.....

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

.....

Adequacy for the Assignment:

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

Section VI - Financial Bid – Standard Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]

FIN 1	Financial Bid - Submission Form *PASSWORD PROTECTED
FIN 2	Financial Bid - Cost Breakdown *PASSWORD PROTECTED

Form FIN 1

Financial Proposal - Submission Form

[Location, Date]

To: [Name and address of Employer]

To whom it may concern:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, including all indirect local taxes in accordance with the respective Clause in the Data Sheet. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN 2]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the respective Clause of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
.....	.....	.....
.....	.....	.....

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

We understand you are not bound to accept any Proposal you receive.
We remain,
Yours sincerely,

Authorized Signature [In full and initials]: .....
Name and Title of Signatory: .....
In the capacity of: .....
Address: .....
E-mail: .....

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

Form FIN 2

Financial Proposal - Cost Breakdown

[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in EUR
Lump sum services *[list services included in package as per TOR]*	
Grand Total Lump sum	

Duties and Taxes

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

Taxes and Duties *Basic Services*	

Summary Overview

Lump Sum Services (as per **Data Sheet** clause and TOR)

SUMMARY*	**Sum in EUR**
1. – Foreign staff cost	
2. – Local/regional staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost*	
9. - Miscellaneous cost*	
Total – Other cost	
Total Lump Sum Services	

*The cost overview presented for lump sum services shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services requested later. All items are remunerated on a lump-sum basis. In exceptional cases items 8 and/or 9 (Equipment, Miscellaneous cost) might be remunerated at actual cost, if explicitly specified in the ITC. The same applies for the lump sum services presented in the Detailed Cost Calculation below.

Detailed Cost Calculation

1. International Staff Cost	Unit	No. for each month (Month 1 through n)	Unit Rate (EUR)	Amount (EUR)
1.1 Team Leader	days	...		
1.2 NN	days	...		
1.3 ...	days	...		
			Sub-total International staff	

2. Local or Regional Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	days	...		
2.2 ...	days	...		
			Sub-total Local staff	

3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	days	...		
3.2 Allowance, accommodation - Short-term staff	days	...		
			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	days	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	days	...		
5.3 Other local transport (short-term, peak)	days	...		
5.4 Local flights	flight	...		
			Sub-total Local transport	

6. Project Office				
6.1 Office rent	days	...		
6.2 Office operation	days	...		
			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				
8. Equipment				
8.1 Office equipment	…	…		
8.2 Project vehicles	…	…		
8.3 Other. equip. to be handedover/consumed	…	…		
Sub-total Total Equipment				
9. Miscellaneous Items				
9.1 Other miscellaneous items/services	…	…		
9.2 Contingencies	…	…		
Sub-Total Total Miscellaneous items/services				

* To be submitted separately for each package. It shall not be used as basis for payment of lump sum services. Otherwise see explanation in the Summary Overview sheet

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

Consultants will be assessed on the value for money of their financial proposal in light of the technical proposal, specifically with a view to how resources are proposed to be converted into the inputs needed to deliver the tasks and deliverables. Form FIN 2 is intended to provide detailed information on how the project budget is proposed to be allocated and how line items are costed.

Consultants are strongly encouraged, both in Form FIN 2 and in the technical proposal, to demonstrate specific approaches that support an economical and effective use of project resources, e.g. using strong procurement & financial risk management practices, proactively looking for economies of scale/scope, considering the balance between high- and low-cost experts as well as full- and part-time experts, and leveraging support from partners and other organisations (e.g. using partner facilities, building on existing rather than new tools and capabilities incl from past projects).

Important note: Each sub-item contained in items 3 to 7 shall be offered as lump-sum item specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time based packages the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

Item 1 & 2 - Staff Cost
These items shall include international and local/regional staff daily rate, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit.In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Employer's country unless the assignment foresees extensive travel in the Employer's country. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's home office for foreign staff and in the Employer's country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP, backstopping services from the home office are deemed to be included in the overhead cost.

Item 3 - Allowance and accommodation
This item shall include for all foreign long term and short term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff. Unit rates costed for this item shall align with the annually updated, official rates published by the German Federal Ministry of Finance (Auslandsreisekostenverordnung – ARV), as can be accessed here: TMS-Portal - Reisekostensätze Ausland

Item 4 - International Travel Cost
This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per round trip.
- air fares for inspection flights(including cost elements as above), if any

Item 5 – Local Travel & Transport Cost
This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

Item 6 - Cost for the Local Project Office
This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

Item 7 - Production of Reports
This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

Item 8 – Equipment Cost
Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project.

In case Equipment Cost items are not specified explicitly in ITC 17.1 or the TOR the following applies:
The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/ rented or owned by the Consultant), furniture, appliances, survey, measuring and test instruments etc., which the Consultant deems necessary for the execution of the project. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

Item 9 - Miscellaneous Cost

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

- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

In case Miscellaneous Cost items are not specified explicitly in ITC 17.1 or the TOR the following applies: The Consultant shall include in its Financial Proposal such items considered necessary for the fulfilment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Section VII - Eligibility Criteria

Eligibility in FS/ISF/GRMA-Financed Procurement

1. Consulting Services, Works, Goods, Plantand Non-Consulting Services are eligible for FS/ISF/GRMA 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, French Republic 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 FS/ISF/GRMA-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 fullysettled 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 FS/ISF/GRMA satisfaction, through all relevant documents, including its charter and other information FS/ISF/GRMA 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 VIII - 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, FS/ISF/GRMA requires to include in the Contracts a provision pursuant to which Contractors must permit FS/ISF/GRMA 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 FS/ISF/GRMA.
FS/ISF/GRMA 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 FS/ISF/GRMA to remedy the situation, including by failing to inform FS/ISF/GRMA at the time they knew of such practices.

FS/ISF/GRMA 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 impedean 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 FS/ISF/GRMA access to contractually required information in connection with an officialinvestigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	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 FS/ISF/GRMA 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 Organisation6 (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.

Section IX - Contract Draft

Annex

CONSULTING CONTRACT

dated

[●]

Between

[Organisation]

– hereinafter referred to as the "**Employer**" –

And

[●]

– hereinafter referred to as the "**Consultant**" –

– Relating to project

ISF- GRMA

[country]

– hereinafter referred to as the "**Project**"

CONTENTS

Section Page

Preamble

The Consultant acknowledges that the ISF-GRMA support, which seeks to bridge the gap between research and the practical implementation of innovative climate risk financing mechanisms, is funded completely by the German Federal Ministry for Economic Cooperation and Development (hereinafter referred to as "**the Donor**") via the KfW Development Bank, which has mandated its implementing partner Frankfurt School of Finance & Management gGmbH and its InsuResilience Solutions Fund (ISF) to host and fund the GRMA programme. In this regard, FS, as the implementing agency of the ISF and GRMA, acts as the financier of the present Consulting Contract.

Whereas the Employer and Frankfurt School of Finance & Management gGmbH, located at Adickesallee 32-34, 60322 Frankfurt am Main, Germany (hereinafter referred to as "**FS**") have entered into a collaboration for the purpose of provision of ISF-GRMA support with regards to the Project (as defined below) as designated in the Special Conditions (as defined below).

Following the Consultant's submission of the technical and financial bids for the Services, the Employer, as the sole recipient of the Services, hereby appoints the Consultant to deliver the Services as outlined in both the bids and this Consulting Agreement. In its capacity as the implementing agency of the ISF-GRMA, FS holds extensive approval rights over the Employer's actions under this Consulting Contract. Certain decisions regarding the use of support or project implementation may require FS's approval, and the Consultant will be duly informed of such requirements. Accordingly, the Parties agree as follows:

General Conditions

Paragraph 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[1].[2]

"**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 willful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations 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.

[1] 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.

[2] 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.

"**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 FS/ISF/GRMA 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 1**

[*Terms of Reference plus Tender Documents*], **Annex 3** [*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 execution hereof by both Parties.

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.

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. 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 contractually oblige each subcontractor (if any), to 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) 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 FS, 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 FS 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 FS.

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 FS'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, the United States of America, French Republic
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 impose these obligations on its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract.

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

(a) 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:

(b) 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

(c) 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, where the Consultant is obligated under this Consulting Contract to reimburse any amount, to make any insurance or guarantee payment or to incur any penalty, it shall make all reimbursements, insurance payments, guarantee payments or similar payments:

(a) if in Foreign Currency, for the account and in favour of the Donor(s) and through FS, Frankfurt am Main, BIC: COBADEFFXXX, account IBAN: DE15 5004 0000 0586 0150 00; and

(b) if in Local Currency, to the special 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 1.16.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

1.17 ROLE OF FS

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

Paragraph 2 The Employer

2.1 INFORMATION

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

2.2 DECISIONS AND COOPERATION

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

2.3 SUPPORT

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

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

(a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);

(b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;

(c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;

(d) securing return transport in cases of emergency;

(e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;

(f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and

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

2.4 TAXES

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

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

decreased accordingly by agreement to be concluded between the Parties hereto.

2.5 SERVICES AND FURNISHINGS

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

2.6 CONTACT PERSONS OF THE EMPLOYER

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

Paragraph 3 The Consultant

3.1 SCOPE OF SERVICES

3.1.1 The Consultant shall deliver the Services in full and on time.

3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

3.2 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 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 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 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. All reports and documents regarding this Paragraph 3.4 should also be sent to FS.

3.4.2 The Consultant shall inform the Employer and FS 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 FS'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 FS 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 4 [*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.

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 within the scope of the Annex 4 [*Staffing Schedule*] shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld.

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 FS 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 FS 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.

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

4.1 COMMENCEMENT AND COMPLETION

4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 5 [*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.

4.1.3 Any change to the time schedule in Annex 5 [*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 PENALITIES FOR DELAY AND DISSATISFACTORY SERVICES

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 5% 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 FS 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 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 willful 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 willfully 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 willful 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 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 willful 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 FS, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

Paragraph 5 Remuneration

5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 6 [*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.

(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 6 [*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 6 [*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 6 [*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) FS 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, 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. 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 FS/ISF/GRMA". Except for the final invoice, the Consultant shall send each original invoice to FS and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and FS 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 FS (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.

Paragraph 6 Liability

6.1
GENERAL LIABILITY OF THE CONSULTANT

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

6.2
LIABILITY FOR SUB-CONTRACTORS

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

6.3
PERIOD OF LIABILITY

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

6.4
LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5
LIABILITY OF THE EMPLOYER

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

Paragraph 7 Insurance against Liability and Damages / Guarantees

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

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

(a) professional liability insurance;

(b) personal liability insurance;

(c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and

(d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

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

7.1.3 If so requested by the Employer, the Consultant shall list FS as sole beneficiary of any insurance proceeds in the Insurance Policies and delegate the benefit of the Provider's Guarantees to FS.

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

7.2 GUARANTESS

7.2 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. 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 FS.

Paragraph 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, endeavor 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 on the Commencement Date and ending on **[●].**

"Country": [●]

"Project": [●]no. **[●]** as further specified in Annex 3.

[Insert description of Project]

"Commencement Date": [insert date] / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.]

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be **[●]**.

Notices

Address of the Employer

Postal address **[●]**

Email: **[●]**

Phone: **[●]**

Fax: **[●]**

Address of the Consultant

Postal address

Email: **[●]**

Phone: **[●]**

Fax:

Tax Residence of the Consultant and all JV Partners

Address of FS/ISF/GRMA

Postal address

Adickesallee 32-34
60322 Frankfurt
Germany

[The general address for FS should be specified or changed according to the project in question]

Email: grma@insuresilience-solutions-fund.org

Phone: +49 (69) 154008-0

Ad 1.5: Governing law

The law governing this Consulting Contract shall be German Law.

If this Consulting Contract is concluded in more than one language, only the **English** language version shall be legally binding.]

Ad 1.9: Copyright and rights of use

[●]

Ad 1.14: Reimbursements

Account details of the Employer's special account for reimbursements in Local Currency: **[●]**

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **10 business days** from receipt by the Employer of the respective written request of the Consultant.

Ad 2.6: Contact person of the Employer

The Employer's contact person shall be **[●].**

Contact details **[●]**.

The Employer's deputy shall be **[●].**

Contact details **[●]**.

Ad Article 3: The Consultant

Ad 3.3: Due diligence

[●]

Ad 3.4: Reporting and information

[●]

[Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract.]

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 **[●]** in [● currency]

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

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

[please select:

☒ Lump sum services

This Contract Value is composed of

up to **[●]** in [● currency]

(the "**Contract Value for Lump Sum Services**").

(b) The applicable currency for the Consulting Contract is **[●].**

Ad 5.2 (a): General Payment Terms

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

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

☒ 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.

equaling **[●]** % 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 shall be made in **[●]** instalments [, each for an amount of **[●]] / [**as follows: **[●]].**

Starting from instalment no. **[●]** (>70% of the Contract Value) invoices must be accompanied by the respective quarterly report in accordance with article 3.4 and 5.4 of the General Conditions.

[*If applicable:* In derogation of Art. 5.2(b), instalments will be made every **[●]** months.]

[Payments shall generally be made quarterly; any more frequent payments need to be approved by FS.]

If applicable: In derogation of Art. 5.2.(b) payment shall be made based on the fulfilment of the respective milestone as follows: **[●]**]

[●] EUR as the final payment

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 6) stating the actual costs and exchange rates applied.

Ad 5.5: Invoicing

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

Payments may be made to the Consultant directly by FS in full discharge of liabilities for the Employer according to the direct disbursement procedure, if agreed upon between FS and the Employer.

Payments shall be made to the following account:

Account holder:	**[●]**
Bank:	**[●]**
Account number:	**[●]**
[where applicable:	
IBAN:	**[●]**
BIC:	**[●]**

Invoices for advance payments and instalments must therefore be sent to FS (addressed to the Employer c/o FS) 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 *[Payment Deadline]*: 0**%** per cent per year, in relation to each outstanding amount.

Ad Article 6: Liability

Ad 6.3: Period of liability

[*Please choose applicable alternative or delete altogether.*]

The Consultant's liability shall terminate **[*insert date*]** [or] [[●] year[s] after the final acceptance of the structures or units (if any) planned and supervised by it.]]

Ad Article 7: Insurance

The insurance **[●]** shall be taken out and maintained by the Consultant, the insurance **[●]** by the Employer. *[N.B.: Complete as appropriate].*

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 Parties[3].

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 **[●].**

The language of the arbitration procedure shall be **[●].**

(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	Staffing Schedule
5	Time Schedule for the Performance of the Services
6	Cost Calculation
7	The Consultant's Bid

Annex 1

Declaration of Undertaking

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

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

1. We recognise and accept that FS 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 FS 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) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany 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;

   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 (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

   2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking*

[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.

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 FS 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 FS 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 FS, 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 during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

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

   6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[6] (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.

[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 FS, 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 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 FS 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 FS.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[7]: _____

Signature: Dated:

[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.

Annex 1

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. 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))

Annex 1

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I 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

Annex 4

Staffing Schedule

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

Annex 5

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]*
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	
If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)				
			Total Package A – Lump Sum Services	

Annex 7

The Consultant's Bid