



**UNIVERSITY OF NAIROBI**

**REQUEST FOR QUOTATION**

**RFQ NO: UON/SCMS/25-26/01/09**

**FOR SELECTION OF A CONSULTANT FOR FORMULATION OF A GENDER ACTION PLAN**

**CLIENT: UNIVERSITY OF NAIROBI**

**COUNTRY: KENYA**

**PROJECT: *ENGINEERING AND SCIENCE COMPLEX OF THE UNIVERSITY OF NAIROBI***

**Issued on 30th *September 2025***

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## Letter of Invitation

### REQUEST FOR QUOTATIONS FOR CONSULTING SERVICES FOR FORMULATION OF A GENDER ACTION PLAN

RFQ REFERENCE NO. UON/SCMS/25-26/01/09

DATE OF NOTICE: 30/09/2025

CLOSING DATE: 30/10/2025

### CONSULTING SERVICES- FIRMS SELECTION

1. The *University of Nairobi* (hereinafter called “Client”) *has received* financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of **ENGINEERING AND SCIENCE COMPLEX OF THE UNIVERSITY OF NAIROBI**. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Quotations is issued.
2. The *University of Nairobi* now invites Quotations from consultants to provide the following consulting Services: for formulation of a gender action plan. More details on the Services are provided in the Terms of Reference (TOR).
3. A Consultant shall be selected under the selection method based on Quality and Cost Based Selection as per Agence Française de Développement (AFD) guidelines.
4. This Request for Quotations includes the following documents:
  - a) This Letter of Invitation;
  - b) The letter of Submission of the Quotation ;
  - c) Technical Requirements and price ;
  - d) Terms of Reference;
  - e) Standard Form of Contract.
5. The Quotation shall comprise of a Technical Proposal; a Quotation submission form and the Financial Quotation inclusive of taxes (**submitted in the two separate envelopes**) and the signed Statement of Integrity, and must be received at the address below by 30<sup>th</sup> **October 2025**

**at 10:30 a.m.** If necessary, you may request any clarifications by sending an email to the address below **not later than 23<sup>rd</sup> October 2025.**

6. The addresses referred to above are:

a. Address for obtaining further information/Clarifications

- i. Name of Procuring Entity: University of Nairobi
- ii. Physical address for hand Courier Delivery to an office or Quotation Box Address to:

Director supply chain

P.O Box 30197 – 00100, Nairobi

Email : [directorsupplychain@uonbi.ac.ke](mailto:directorsupplychain@uonbi.ac.ke)

b. Address for Submission of Quotations

- i. Name of Procuring Entity: University of Nairobi
- ii. Postal Address: P. O Box 30197 – 00100 Nairobi
- iii. Physical address for hand Courier Delivery to an office or Quotation Box  
The Director Supply Chain, University of Nairobi

P.O Box 30197 – 00100 Nairobi

Tender Box located on the Ground Floor, Administration Block, Main Campus along University Way

c. Address for Opening of Quotations

- i. Name of Procuring Entity: University of Nairobi

- ii. Physical address for the location  
University of Nairobi  
University way

Main Campus, 3<sup>rd</sup> Floor, Administration Block

Council Chambers.

**Director Supply Chain**

**University of Nairobi**

## 1. Section 1: Letter of Instructions to Consultants

**RFQ NO. UON/SCMS/25-26/01/09**

*[University of Nairobi: Date: 30<sup>th</sup> September 2025]*

Dear Ms. / Mr.

*[University of Nairobi]* (Hereinafter referred to as “the Client”) has obtained financing from Agence Française de Développement (hereinafter referred to as “AFD”) to finance the cost of *Science and engineering complex*. The Client intends to use part of the funds to make payments eligible under the Contract for which this Request for Quotations is issued.

*[University of Nairobi]* now invites Quotations for the provision of consulting services: ***[selection of a consultant for formulation of a gender action plan]***.

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

### **1) Eligibility, conflict of interest and prohibited practices**

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

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

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

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

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

### **Validity of Quotations**

The validity period of the Quotation shall be [60 days] calendar days from the date of submission of Quotations.

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

### **Unfair competitive advantage**

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

- Gender Action Plan ToR
- Project Note and other relevant reports
- Architectural Programming report
- Gender Baseline Study
- Other stakeholders' recommendations (eg. French research institutions proposal)

### **State representatives and public officials**

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

### **Joint ventures and subcontracting**

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

The Consultant shall not subcontract all the services.

### **Remuneration**

The Contract shall be a lump-sum Contract of *Ksh. 3,000,000.00*

*The services shall be carried out from the University of Nairobi Main campus*

The Consultant shall at a minimum include in the Quotation the duration of the Services of the key expert.

Price revisions shall not be permitted.

## **2) Preparation of Quotations**

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

The Quotations shall be written in [*English Language*], as well as any correspondence between the Consultant and the Client concerning the Quotation.

The Quotation shall comprise the following documents:

(a) A technical proposal containing :

- The technical proposal submission letter,

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

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

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

(b) A Financial Quotation containing:

- The Financial Quotation submission letter,
- The breakdown of the financial Quotation established using the forms attached to this Request for Quotation detailing the remuneration of the experts and other expenditures.

The Consultant shall express the price for its Services in one or several currencies, which shall be [*Kenyan shillings*]. For the purposes of evaluation and comparison, the prices shall be converted into a single currency, *Kenyan shillings*.

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

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

The evaluation will be carried out based on the Consultant's financial Quotation excluding all taxes, duties and fees.

A tax exemption [*has not been*] obtained for this Contract, as specified in Article 25 of the Contract. The financial Quotation of the Consultant shall be deemed to include all the other taxes, duties and fees.

### **3) Clarifications**

Any request for clarification regarding this Request for Quotation shall be sent in writing to [***Directorsupplychain@uoinbi.ac.ke***] before [*23<sup>rd</sup> October 2025*]. The Client will send a copy of its response to all the Consultants, including a description of the subject of the request for clarification, without identifying the inquirer.

### **4) Confidentiality.**

From the time the Quotations are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its technical and/or financial Quotation. Information relating to the content, examination, evaluation and comparison of Quotation and award recommendations shall not be disclosed to the Consultants who submitted the Quotation, or to any

other party not officially concerned with the process, until the Contract award has been notified to the Consultants in accordance with Article 15 below.

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

## **5) Submission of Quotation**

**(a) Complete, initialed and signed Proposals shall be submitted comprising all the documents indicated in Article 7 above by mail**

**The original of the technical Proposal and a copy on a USB drive shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL, [Name of the Services]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING”.**

**Similarly, the original financial Quotation and a copy on a USB drive shall be placed inside a sealed envelope clearly marked “FINANCIAL QUOTATION, [name of the Services]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.**

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

The address for the submission of the Quotation is as follows:

To: *[Director Supply chain management services]*

Full address: *[University of Nairobi Main Campus Administration Block 1<sup>st</sup> Floor Room 104]*

*(a) The deadline for the submission of Quotation is [30<sup>th</sup> October 2025].*

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

## **6) Opening of Quotation**

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

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

Street: **HARRYTHUKU ROAD**

Floor/office number: **OLD ADMIN BLOCK COUNCIL CHAMBERS 3<sup>RD</sup> FLOOR**

City: **NAIROBI** Country: **KENYA**

Date: **30th October 2025** Time: **10:30am**

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



No minimum number of Quotations received is required in order to proceed with the opening of the Quotation.

## 7) Evaluation of Quotation

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

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

### Mandatory Criteria

	PRELIMINARY/MANDATORY EVALUATION	
No.	Parameters/Requirements	Compliance (Yes/No)
1.	Valid Business permit	YES/ NO
2.	Certificate of registration / incorporation	YES/ NO
3.	Valid tax compliance certificate.	YES/ NO
4.	Applicable price forms	YES/ NO
5.	Signed Statement of integrity	YES/ NO
6.	Information on company Profile (Giving full details of location, organogram etc)	YES/ NO

### Technical requirements

- Assessment of technical value**

The technical value criterion will be assessed and scored out of **100 points** distributed between the sub-criteria defined below: The minimum technical score (St) required to pass is: **80**.

Evaluation criteria	Points
<p><b>1. General Firm Experience</b></p> <ul style="list-style-type: none"> <li>- Experience with gender-focused projects (e.g., action plans, mainstreaming, evaluations, etc.)</li> <li>- Experience in workshop facilitation and participatory approaches, especially in development or education contexts.</li> <li>- Experience in Kenya and in education sector.</li> </ul>	20
<p><b>2. Adequacy of the methodology and proposed time schedule in responding to the Terms of Reference (ToR)</b></p> <p><i>The rating shall take account of the clarity and relevance of the methodology, whether the work plan is realistic and complies with the ToR and the methodology, the adequacy of the mobilization of experts for each activity, and the distribution between international and local experts, at home or on field if a proposal contains such a profile of consultants.</i></p> <ul style="list-style-type: none"> <li>- Clarity and relevance of the proposed methodology, with clear articulation of approach to gender-sensitive analysis and participatory methods</li> <li>- Proposed work plan</li> <li>- Proposed expert mobilization and their relevance in relation to the assignment: Gender and workshops experience</li> <li>- Balance between local and international contributions (if applicable)</li> </ul>	40
<p><b>3. Specific experience of the consultant or personnel related to the assignment and their CVs :</b></p> <ul style="list-style-type: none"> <li>• Team Leader [10 points]</li> <li>• Supporting Expert [10 points]</li> <li>• Gender Research Assistant/Admin support (if relevant) [20 points]</li> </ul> <p><i>The rating shall take account of the overall qualifications of the expert, relevant experience for the Services, their experience in the region and/or the language, and the number of years worked with the Consultant.</i></p> <ul style="list-style-type: none"> <li>- Lead expert – relevant qualifications and demonstrable experience in gender analysis, gender action plans, and participatory facilitation</li> <li>- Supporting expert(s) – complementary expertise in gender policy, data analysis, facilitation, or sector knowledge (e.g., education)</li> <li>- Demonstrated ability to deliver quality outputs (e.g., sample reports, publications, facilitation tools)</li> </ul>	40
<b>TOTAL</b>	<b>100</b>

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

● **Assessment of the price criterion**

The formula for determining the financial scores (Sf) of all other quotations is calculated as following:

$Sf = 100 \times Fm/F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the quotation under consideration.

The weights given to the technical (T) and financial (F) are:

T = 80

and

F = 20

Quotations are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T the weight given to the technical requirements; F = the weight given to the financial quotation;  $T + F = 1$ ) as following:  $S = (St \times T\%) + (Sf \times F\%)$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

### 8) Opening of financial quotations

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

The opening session of the technical requirements will take place at the following address,

Physical address for the location University of Nairobi University way.

Main Campus, 3rd Floor, Administration Block, Council Chambers on October 30, 2025 at 10 :30am.

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

The Consultant's attendance at the opening of the financial quotations is optional and is at the Consultant's choice.

### 9) Combined evaluation of technical and financial quotations

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

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

**$Sf = 100 \times Fm/F$ , in which "Sf" is the financial score of the price F, "Fm" is the lowest price, and "F" the price of the quotation under consideration.** The weightings attributed to the technical requirements (T) and financial quotation (F) are, respectively:

$T =$  \_\_\_\_\_ [ 80 percent],

and

$F =$  \_\_\_\_\_ [20 percent].

QUOTATIONS are ranked according to their combined technical (St) and financial (Sf) scores using the weightings (T = the weighting given to the Technical requirements; F = the weighting given to the Financial quotation;  $T + F = 1$ ) as follows:  $S = St \times T\% + Sf \times F\%$ . The Consultant with the highest combined technical and financial score shall be invited to negotiate a Contract.

## 10) Combined evaluation of technical and financial quotations

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

The financial quotation with the lowest evaluated price ( $F_m$ ) will receive a maximum price score ( $S_f$ ) of 100. The price score for the other quotations shall be calculated by the formula below:

**$S_f = 100 \times F_m/F$ , in which " $S_f$ " is the financial score of the price  $F$ , " $F_m$ " is the lowest price, and " $F$ " the price of the quotation under consideration.** The weightings attributed to the technical requirements ( $T$ ) and financial quotation ( $F$ ) are, respectively:

$T =$  \_\_\_\_\_ [80 percent],

and

$F =$  \_\_\_\_\_ [20 percent].

QUOTATIONS are ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weightings ( $T$  = the weighting given to the Technical requirements;  $F$  = the weighting given to the Financial quotation;  $T + F = 1$ ) as follows:  $S = S_t \times T\% + S_f \times F\%$ . The Consultant with the highest combined technical and financial score shall be invited to negotiate a Contract. You are kindly requested to inform us, upon receipt of this Letter of Instructions:

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

Sincerely yours,

On behalf of the Client:

Signature:

Name:

Title/position:

## 2. Section 2: Technical Requirement Submission Forms

- a. Technical requirement – Standard forms
- b.
  - i. Form TECH-1 - Technical requirement Submission Letter

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

To: [Name and address of Client]

[Location, Date]

Dear [name of Client],

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

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

[OR

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

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

We hereby declare that:

- a) All the information and statements made in this technical requirement are true and we accept that any misrepresentation contained in this technical requirement shall lead to the rejection of our proposal by the Client.
- b) Our technical requirement shall be valid and remain binding upon us for the period of time specified in Article 2 (Validity of technical requirements) of the Letter of Instructions to Consultants.

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

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

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

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

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

Sincerely yours,

Authorized signature:

[in full and initials]

Name and title of signatory:

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

In the capacity of:

Address:

Contact information (phone number and email address):

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

Appendix to the Technical Requirements Submission Letter

Statement of Integrity, Eligibility and Environmental and Social Responsibility

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

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

1. We recognize and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) Convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
    - b) Subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
    - c) Convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

- 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or quotations, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.



4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
  - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
  - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
  - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
  - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
  - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties.

Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

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

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of<sup>1</sup>:

Signature :

Dated:

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or quotation on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

ii. Form TECH-2 – Technical Requirements

Consultant's structure

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

**1) Methodology and work plan proposed to provide the Services**

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

- a) Methodology. Explain your understanding of the objectives of the Services as outlined in the ToR, your approach, and the methodology you would adopt for implementing the tasks to deliver the expected outputs, and the degree of detail of such output. Describe the structure and composition of your team. Include here your comments and suggestions on the ToR, and on the services and personnel to be provided by the Client. Please do not repeat or copy the ToR.
- b) Work plan. Specify the nature and duration of the activities that the Services comprise, the sequencing and coordination, the milestones (including interim approvals by the Client), the time spent by the experts on the various activities, distinguishing between the time at home and in the field, where appropriate, as well as the delivery dates of the reports. The proposed work plan should be consistent with the methodology, showing your understanding of the Terms of Reference and ability to translate them into a feasible working plan showing the tasks assigned to each expert. A list of the final documents, including the reports to be delivered as final outputs, should be included here.
- c) Presentation of the team. Describe the structure and organization of the team, provide a brief presentation of the key experts and their role, consistent with the proposed methodology and requirements of the ToR.

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

(Indicative format)

N°	Deliverables <sup>2</sup> (D - __)	Weeks or Months <sup>3 4</sup>											TOTAL
		1	2	3	4	5	6	7	8	9	...	m	
D - 1	[e.g., Deliverable #1: Inception Report or Activity report for month 1]												
	3. Data collection												
	4. Drafting of report												
	5. Preliminary report												
	6. Finalization after comments												
	7. ...												
	8. Delivery of final report to Client												
	Etc.												
D - 2	[e.g., Deliverable #2: _____]												
	Etc.												
D-n													

<sup>2</sup> List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities and specify the action required for each stage, the assignment times and the times at home (where appropriate), and the delivery of reports.

<sup>3</sup> The duration of activities shall be indicated in the form of a bar chart.

<sup>4</sup> Include a legend, if necessary, to help read the chart.

## i. Form TECH-4: Team composition, assignment and experts' contribution

(Indicative format)

N°	Name	Input time of experts (per expert/per working day) for each deliverable (D) listed in the Form TECH-3								Total input time (in working days)		
		Position	Location	D – 1	D - 2	D - 3	.....	D - ____	Etc.	Home <sup>5</sup>	Field <sup>6</sup>	Total
<b>Key Expert<sup>7</sup></b>												
K-1	[e.g., Mr. Abbb]	[Team Leader]	[Home]	[e.g.40 days]	[e.g.22 days]	[e.g.17 days]						
			[Field]	[e.g.8 days]	[e.g.48 days]	[e.g.0]						
K-2												
K-3												
...												
Subtotal												
<b>Non-Key Experts</b>												
N-1			[Home]									
			[Field]									
N-2												
...												
Subtotal												
Total												

<sup>5</sup> "Home" means work at the office in the expert's country of residence.<sup>6</sup> "Field" means work carried out in the Client's country or any other country outside the expert's country of residence.<sup>7</sup> For Key Experts, the input should be indicated for each position as identified in the Letter of Instructions for Consultants (article 12).

## ii. Form TECH-5: CV

(Indicative format)

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

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

**Employment record relevant to the Services:** [List the employment since graduation, in reverse order, starting with the present position. For each employment, indicate the dates, the name of the employer, the titles of the positions held and the place of work. In addition, for employment over the last ten years, specify the type of work performed and, where appropriate, the contact information of clients for references. Past employment that is not relevant to the Services does not need to be included.]

Period	Name of employer, job title/position held. Contact information for references	Country	Summary of activities performed relevant to the Services
[e.g., May 2020 – present]	[[e.g., Ministry of _____, advisor/consultant to _____. For references: Tel. _____ / email _____, Mr. Bbbbbbb, Director]		

Membership in Professional Associations and Publications:

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

**Skills/qualifications for the Services:**

Specific tasks of the expert among the tasks to be performed by the Consultant's team of experts	Reference to prior work or assignments that illustrate the expert's ability to perform the assigned tasks
[List deliverables/tasks in which the expert will be involved]	Project 1:
	Project 2:
	Project 3:

**Expert's contact information:** [email:\_\_\_\_\_, tel.:\_\_\_\_\_]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I confirm that I have no confirmed commitment as Key Expert, in another project, or any other professional activity incompatible in terms of capacity or schedule with the planned Services, and I undertake to be available to carry out the Services, in the event that the contract is awarded. I further declare that I am not in a conflict of interest situation. I understand that any misstatement or misrepresentation described herein may lead to my disqualification by the Client.

Name of expert

Signature

Date [day/month/year]

b. Financial quotation – Standard Forms

i. Form FIN-1 - Financial quotation submission letter

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

To:

*[Name and address of Client]*

*[Location, Date]*

Dear *[name of Client]*,

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

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

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

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

Sincerely yours,

Authorized Signature:

*[in full and initials]*

Name and Title of Signatory:

In the capacity of:

Address:

Contact information (tel. and email):



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

## ii. Form FIN-2: Summary of Costs

Item	Cost
	<i>[Insert currency]</i>
Cost of the Financial quotation excluding taxes: <sup>8</sup>	
Rémunération	
Other expenses	
Total cost of the Financial quotation excluding taxes:	<i>[same amount than in Form FIN-1]</i>
Taxes <sup>9</sup> estimates in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded	
Value Added Tax (VAT) or equivalent	
Withholding tax on the invoices of the Consultant based outside the Client's country. <sup>10</sup>	
Contract registration fees <sup>11</sup>	
Total of estimated local taxes, duties and fees	

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

<sup>8</sup> Taxes, duties and fees to be excluded from the financial quotation and presented separately are indicated in Article 25 of the Contract.

<sup>9</sup> List here the taxes, duties and fees to be presented separately according to Article 25 of the Contract.

<sup>10</sup> Insert here the amount (A) to be added to the Total Price excluding taxes of the Financial quotation (P) indicated above, so that once the Withholding Tax (percentage WT%, e.g., 15%) has been deducted from the VAT-exclusive amount of the contract (TEA = P+A), the Consultant will be paid the amount of the Total Price excluding taxes of the Financial quotation (P). Normally,  $A = P * (WT\% / (1 - WT\%))$ , e.g.,  $A = P * (0.15 / (1 - 0.15))$ .

<sup>11</sup> Add lines if there are other taxes, such as a fee to the regulatory body for public procurement, custom duties or other.

i. Form FIN-3: Breakdown of Remuneration

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

ii.

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

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

Other expenses	Unit	Currency	Payment <sup>12</sup> [indicate reimbursable or lump-sum]	Type of supporting document expected	Unit price excluding tax	Quantity	Total amount excluding tax
Per diems (person-nights)	Person-nights			[To be detailed]			
Flights between [indicate the cities/countries]	Round trip			[To be detailed]			
Visa and transportation costs to/from airport	Round trip			[To be detailed]			
Communication cost	Month			[To be detailed]			
Training cost (if specified in ToR)	See ToR			[To be detailed]			
Other [eg. Security, office rent, office costs, cost of report issuing, etc. to be detailed as appropriate]	To be specified			[To be detailed]			
<b>Total other expenses (excluding taxes)</b>				[To be detailed]			

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

<sup>12</sup> For time-based Contracts, specify whether the expenses are reimbursed on the basis of the actual cost (reimbursable) or on the basis of the unit price indicated (lump-sum).

**PART 2: TERMS OF REFERENCE**

10.

a. Terms of Reference

**1. Context and Objectives**

● **Presentation of AFD**

Agence Française de Développement (AFD) group is a public institution that finances, supports and accelerates the transition to a more just and sustainable world. As the French development aid and sustainable development investment platform, we build shared solutions with our partners, with and for the people in developing countries.

Our teams are involved in over 4,000 projects in France, in the overseas territories and in 115 other countries, for the common good of humanity – the climate, biodiversity, peace, gender equality, education and health. In this way, we are thus contributing to the commitment of France and of the French people to the Sustainable Development Goals. For a shared world.

Through loans, guarantee funds or debt reduction and development contracts, AFD funds projects, programmes and studies and supports its partners in developing countries with their capacity building.

Full information on AFD, and in particular its Code of Ethics, which the Service Provider is strongly encouraged to read, can be found at [www.afd.fr](http://www.afd.fr).

● **Presentation of University of Nairobi**

The University of Nairobi (UoN), established in 1970, stands as Kenya's foremost public university and a hub of academic, research, and policy excellence in Africa. With over 50,000 students and 10 faculties across multiple campuses, UoN offers a broad spectrum of academic programs and is deeply engaged in driving national development. It operates under the guidance of Kenya's Vision 2030 and its own Strategic Plan 2023–2027, which emphasizes quality education, innovation, research, and community service. Anchored in values such as integrity, professionalism, inclusivity, and sustainability, UoN is committed to nurturing skilled professionals and generating transformative knowledge to address both regional and global challenges

As a multidisciplinary academic institution, the University of Nairobi (UoN) is committed to fostering a fair and just academic environment that ensures equal opportunities, rights, voice, and access to resources for both men and women. This commitment reflects the university's dedication to inclusivity and the empowerment of all members of its academic community. UoN aims to create a scholarly environment grounded in mutual respect, where individuals can fully realize their potential and contribute meaningfully to knowledge creation and societal progress.

● **The Project**

The Government of Kenya has received support from the French Government through AFD towards implementation of a project code-named Engineering and Science Complex (ESC). Targeting the University of Nairobi, which is the oldest public university in the county, the project has three components, namely:

- creation of state of art sustainable building/complex for teaching, training, research, innovation and student life within the Chiromo campus, the Faculty of Sciences and Technology, and Faculty of Engineering;
- supporting the UoN architect and operation teams in monitoring the building activities and the acquisition of equipment and a cooperation component with French Schools for purposes

of reviewing the curriculum, enhancing industry relations and joint research initiatives, enhancing innovation and fostering internationalization.

- a gender component for supporting women in science, technology, engineering and mathematics (STEM) and raise awareness on gender-sensitive issues, ensuring that the buildings designs are gender sensitive, with the provision of safe spaces if deemed relevant by the gender baseline study;

Under the gender component, which aims at addressing under-representation of women in STEM courses, there is a target for an ambitious programme potentially covering the following four core areas as follows:

- i. Student mentorship
- ii. Orientation and early exposure to career opportunities
- iii. Creation of safe spaces
- iv. Staff training to raise awareness

#### ● **Status of Gender Assessments**

A Gender Baseline Study<sup>13</sup> has been completed by a specialist team within UoN. The study is informed by secondary data mining and gathering views from over 2000 students and staff through Focus Group Discussions (FGD), Round Table Discussions (RTD) and Key Informant Interviews (KIIs). The baseline study disaggregates data by gender, categories of staff, and by faculties and recommends actions to address gender issues. The report will be provided at the outset of the assignment to the successful bidder.

#### ● **Objectives**

In line with AFD's "100% Social Cohesion" strategy<sup>14</sup> and UoN's gender equality policy/objectives, whose overall goal is to sustain a fair and just academic environment where men and women have equal opportunities, voice, rights and access to resources so that they can realise their potential and contribution in community of scholars characterized by a culture of mutual respect. Specific objectives of the policy include the following:

- i. Ensure the existence of gender-responsive management and administration and equity in teaching and research programmes.
- ii. ii. Reach out to marginalized groups especially men and women , as well as boys and girls, from poor backgrounds—such as arid and semi-arid lands, rural areas, and slums—to enable them to enjoy the benefits of university education,
- iii. iii. Ensure that efficient and effective structures for implementing the policy are established.
- iv. Ensure gender sensitivity in the university's dealings and interactions with its external stakeholders exists, and v. Work closely with the Government of Kenya and its partners to obtain the necessary resources for the implementation of the policy.

UoN is seeking the services of an experienced consultant ("the Consultant": one contracting entity, potentially grouping several companies and individuals) to develop a Gender Action Plan (GAP), in order to mainstream gender equality at both Project and wider UoN level. Supervision services for monitoring the implementation of the GAP will be tendered separately.

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<sup>13</sup> University of Nairobi, Gender Baseline Study: First Draft by Winnie Mitullah, Faith Karanja, John Njoka and Mary Mwangi. 27th March, 2025

<sup>14</sup> <https://www.afd.fr/en/ressources/100-social-link-2021-2025-strategy>

## **2. Scope of Work**

### **○ Part 1 – Data Review and Inequalities Reduction Planning Workshop**

The Consultant shall:

- organise and chair a Kick-off meeting with relevant parties from AFD and UoN.
- review the Gender Baseline Study (augmented with statistics and recommendations)
- review other Project documentation (prefeasibility study, Architectural Programming preliminary report,)
- Based on the above, further consultation with UoN / AFD as necessary, and the Consultant's expertise in gender issues related to infrastructures and the education sector, draft the contents of the Gender Action Plan (key actions / recommendations). See Part 2 for aspects to be included.
- Further interviews with main stakeholders / beneficiaries could be scheduled ahead of / on the back of the workshop.
- Identify key Stakeholders of the GAP.

The above exercise will enable the Consultant, with support from UoN, to prepare a workshop with representatives from key stakeholders, including but not limited to: students in STEM, students in other disciplines, teaching staff, non-teaching staff, gender desk, Wellness Center, UoN gender advisory committee, other relevant stakeholders. The purpose of the workshop Will be to

- Collect further insights on gender issues (Gender Based Violence, Sexual Harassment, inequalities etc.)
- Listen to stakeholders' suggestions for the GAP and integrate the most relevant ones to the above-established draft actions. This can include actions but also ways to implement them. For example, current studies have shown an interest from students in being at the spearhead of communication on gender issues, using means (including social media, WhatsApp groups) more adapted to students than traditional posters, fliers or even emails.
- get buy-in from the stakeholders on the overall actions proposed

### **○ Part 2 – Design of the Gender Action Plan**

Based on the outputs of Phase 1, the Consultant will design the Gender Action Plan (GAP) of the Project. The GAP will include the definition of a gender equality objective for the Project that will be accurately defined (theory of change of the GAP). Such objective will be developed in a set of Project activities, to be accurately and operationally described. The GAP will include a monitoring, reporting and evaluation scheme, including the use of gender-specific indicators (e.g., percentage of female beneficiaries, leadership roles by gender).

The GAP will be presented in a concise manner in the form proposed in Appendix 1. If relevant, a detailed narrative description of the theory of change, the objective, and proposed actions will be attached.

The GAP will cover:

- aspects related to the design of the Project, including:
  - lighting and safety,
  - toilets and bathrooms
  - safe spaces for women, including child care and breast feeding spaces if deemed relevant,
  - access to menstrual health products,
  - Data protection,



- transport and access to the facilities.
- specific risks during construction
- operation of the Project, management of gender issues, including:
  - reduction of barriers to enrolment and unequal drop-outs, Academic Progress Tracking System
  - review of policies and practices for gender responsiveness
  - implementation of Government and UoN gender policies, gender units and committees, gender desk
  - create feedback mechanisms where participants can report gender-related concerns or grievances safely and anonymously,
  - prevention of GBV SH,
  - Communication,
  - Support to victims,
  - fight against discrimination,
  - sensitization, training of lecturers on gender responsive teaching methods
  - Alcohol, Drug Abuse and mental health
  - role models, mentorship both at the UoN and at early stage (secondary school), links to industry etc.
  - staff training and sensitization to raise awareness
- extension of the above to the wider UoN: methodology, removal of barriers

### 3. Methodology and References

The Consultant will use recognized methods and tools from social sciences, adapted to the context, and bring together theoretical inputs and fieldwork.

The Consultant is expected to coordinate with the relevant stakeholders involved in the Project, in particular the Project Owner, other service providers, project partners, etc.

The offer will detail accurately the methodology, justifying the selected approach, the role of each expert, and the breakdown of the work.

In addition, the Service Provider will refer to the following resources:

- Boîte à Outils Genre : Education, Formation professionnelle et Emploi ;
- Country Fact Sheet | UN Women Data Hub

### 4. Timeframes and Deliverables

The expected duration of the services is 25 person-days, within 2 months after contract signature.

The Planning Workshop is to be organized as soon as possible and before June 2025. An indicative timeline, with main deliverables, is proposed below:

Part 1	
● KO-meeting	Week 1
● Gender Action Plan contents overview	Week 4
● Further interviews	Week 4
● Inequalities Reduction Planning Workshop	Week 5
Part 2	
● Draft Gender Action Plan	Week 8
● Final Gender Action Plan	Week 10

## 5. Team Composition

The Consultant will allocate personnel with skills and experience matching with the hereby-described requirements, in order to reach the results that have been set. In particular, the Consultant's team will combine gender expertise and ability to facilitate a multi-stakeholders workshop with clear objectives. The Consultant will assign to the services a team with the following profile:

- Initial training (MSc at least) in humanities and social sciences (sociology, ethnology, geography, economics, political science), including academic background in gender studies;
- Proven experience in the conduction of qualitative and quantitative field surveys, and baseline assessment for development projects including a gender equality objective;
- Education sector knowledge ;
- Knowledge and experience of the Kenyan context
- Languages: English, Kiswahili speaker to support the workshop
- Proven experience in organizing and conducting workshops;
- Excellent deductive skills and capacities in report writing.

Specific attention will be brought to the diversity of profiles, particularly in terms of age and gender, as well as the balance between international and national expertise.

### • Appendix 1 – Gender Action Plan Template

NB : Alternatively, the GCF Gender Action Plan template can be used:  
<https://www.greenclimate.fund/document/gender-assessment-and-action-plan-annex-8-funding-Quotations>

- **Activities:** Describe here the activities, which are expected to be implemented to tackle gender inequalities. A more detailed description will be provided in addition to this table in order to describe the detailed contents of these activities.
- **Responsibilities:** Detail here the share of responsibilities, in particular between Project Owner, Technical Assistance, communities, etc. Implementing responsibilities can be common or shared between several partners.
- **Result Indicators:** Result indicators will allow defining an objective and measuring the implementation progress. Indicators must be SMART (Specific, Measurable, Achievable, Realistic, Time-bound). For instance, if the activity is “Training session on gender equality for the team”, the indicator will be “XX trained persons”.
- **Means of verification:** Specify here the deliverables that will allow verifying the achievement of result indicators. For instance, if the indicator is “XX trained persons”, the means of verification could be the attendees list, a training report, etc.
- **Resources:** These are resources, in a broad understanding, supporting the activity implementation: necessary budget, human resources, regular functioning expenses and equipment, etc.;
- **Priority / Deadline:** Inform here the priority level of the activity, and/or the deadline, in line with Project steps and milestones.

Activities	Responsibilities	Result Indicators	Means of Verification	Resources	Priority / Deadline
<b>1. Component 1 – XXX</b>					
<i>Activity 1.1.</i>					

<i>Activity 1.2.</i>					
<b>2. Component 2 - XX</b>					
<i>Activity 2.1.</i>					
<i>Activity 2.2.</i>					
...					

11.

**PART 3: DRAFT CONTRACT**

**a. I – FORM OF CONTRACT**

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

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

WHEREAS :

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
  - a) The General Conditions of Contract, including Appendix 1 (AFD Policy – Prohibited Practices – Environmental and Social Responsibility).
  - b) Appendix:
    - Appendix A: Terms of Reference;
    - Appendix B: Consultant’s technical requirements (including the signed Statement of Integrity);
    - Appendix C: Contract Price.

In the event of any inconsistency between the above documents, the following priority order shall prevail in their interpretation: the Conditions of Contract, including Appendix 1, Appendix A, Appendix B, and Appendix C. Any reference to the Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

*[Authorized representative]*

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

*[Authorized representative]*

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

For and on behalf of each member of the Joint venture

*[Name of representative]*

*[Authorized representative on behalf of the members of the Joint venture]*

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

## b. II – GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

- 1 **Definitions**
- 1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- a) **“AFD”** means Agence Française de Développement (AFD).
  - b) **“CC”** means the present **Conditions of Contract**.
  - c) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
  - d) **“Consultant”** means a public or private entity that provides the Services to the Client under the Contract.
  - e) **“Contract”** means the present Contract signed by the Parties as well as all the attached documents listed in Article 1 of the Form of Contract, *i.e.*, the Conditions of Contract and the Appendix.
  - f) **“Applicable Law”** means the laws and regulations having the force of law in the Client’s country, or in such other country as may be specified in the Conditions of Contract (CC).
  - g) **“Joint venture”** means a formal or informal association, with or without a legal personality distinct from its members, in addition to a Consultant, in which one of the members, called the representative, represents all the members of the Joint venture, and who is jointly and severally liable to the Client for the performance of the Contract.
  - h) **“Day”** means a calendar day unless indicated otherwise.
  - i) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
  - j) **“Key Expert(s)”** means any expert provided by the Consultant, whose professional qualifications, expertise, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant’s quotation.
  - k) **“National Currency”** means the currency of the Client’s country.
  - l) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Subconsultant to

perform the Services or any part thereof under the Contract.

- m) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- n) **“Experts”** means, collectively, Key Experts, Non-Key Experts of the Consultant, Subcontractors, and members of the Joint venture assigned by the Consultant to perform the Services or any part thereof under the Contract.
- o) **“Services”** means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendix A and Appendix B** of the Contract.
- p) **“Subcontractor”** means any natural or legal person with whom the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

<b>2 Relations between the Parties</b>	2.1	Nothing contained herein shall be construed as establishing a relationship of employer and employee or of principal and agent as between the Client and the Consultant. The Consultant, subject to the Contract, has the complete charge of the Experts and Subcontractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>3 Law governing the Contract</b>	3.1	The Contract shall be governed by the laws and regulations applicable in: [ <i>Kenya</i> ].
<b>4 Services</b>	4.1	The Services are defined in the Terms of Reference set out in Appendix A to the Contract.
	4.2	The Services under the conditional phase ( <i>N/A</i> )
<b>5 Language</b>	5.1	The Contract has been executed in [ <i>English</i> ], which shall be the authentic language for all matters relating to the meaning or interpretation of the Contract, and for any notification or document that may or must be established by the Client or the Consultant pursuant to the Contract.
<b>6 Authority of the representative of the Joint venture</b>	6.1	In the event that the Consultant consists of a Joint venture with more than one entity, the members hereby authorize [ <i>insert the name of the representative</i> ] to represent the Joint venture, and to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under the Contract, including the receiving of instructions and payments from the Client.



- 7 Authorized representative**
- 7.1 The representatives designated hereunder may carry out any notification required or permitted to be executed under the Contract, any document that may or must be established pursuant to the Contract, and any action permitted or required to be taken.
- For the Client: \_\_\_\_\_ *[name, title]*  
 \_\_\_\_\_ *[email address]*
- For the Consultant: \_\_\_\_\_ *[name, title]*  
 \_\_\_\_\_ *[email address]*
- 8 Effectiveness of the Contract**
- 8.1 The Contract shall come into force and effect on the date of signing of the Contract.
- 8.2 There is no other condition for the entry into force [
- 9 Commencement of Services**
- 9.1 The Consultant shall confirm the availability of the Key Experts and begin carrying out the Services during the inception meeting.
- 10 Amendment**
- 10.1 Any amendment to the terms and conditions of the Contract, including any amendment to the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any quotations for modification or variation made by the other Party.
- 10.2 The Parties acknowledge that the prior written consent of AFD is required for any substantial amendment to the Contract.
- 11 Completion of the Contract**
- 11.1 Unless it has been terminated pursuant to the provisions of Article 12 below, the Contract shall terminate at the term of its duration,
- 12 Termination**
- 12.1 The Contract may be terminated by either Party according to the provisions set out below.
- 12.2 By the Client:
- 1.1.1 The Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Client shall give at least thirty (30) Days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) Days' written notice in case of the event referred to in (e); and at least five (5) Days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its contractual obligations within thirty (30) Days following written notification from the Client;
  - b) If the Consultant becomes (or, if the Consultant consists of a Joint venture, if any of its members becomes) insolvent or bankrupt, or enters into any agreements with their creditors for relief of debt, or takes advantage of any law for the benefit of debtors, or goes into liquidation or receivership whether compulsory or voluntary;
  - c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the provisions of Article 30 below;
  - d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
  - e) If the Client, at its sole discretion and for any reason whatsoever, decides to terminate the Contract;
  - f) If the Consultant fails to confirm the availability of the Key Experts.
- 1.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled to terminate the Contract, after giving fourteen (14) Days written notice to the Consultant.
- 1.2 By the Consultant: The Consultant may terminate the Contract, by not less than thirty (30) Days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) hereunder:
- a) If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Article 30 below within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue;
  - b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
  - c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Article 30 below; or
  - d) If the Client is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) Days (or such longer period as the Consultant may have subsequently approved in writing)

following the receipt by the Client of the Consultant's notice specifying such breach.

1.3 Cessation of rights and obligations: Upon termination of the Contract pursuant to Article 12 of the Conditions of Contract hereof, or upon expiration of the Contract pursuant to Article 11 above, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Article 20 below, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Article 19 below, and (iv) any right which a Party may maintain under the applicable Law.

1.4 Cessation of Services: Upon termination of the Contract by notice of either Party to the other pursuant to Articles 12.2 or 12.3 above, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner, and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

1.5 Payment upon termination:

Upon termination of the Contract, the Client shall make the following payments to the Consultant:

a) Pursuant to Article 27, payments for the remuneration of the Services satisfactorily performed, as well as payments for other expenses incurred and, for unit-price (time-based) Contracts, reimbursable expenditures for expenditures actually incurred prior to the notification date of termination, and

b) In the case of termination pursuant to paragraphs (d) and (e) of Article 12.2.1 above, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Consultant's Experts.

## **2 Performance Standards**

2.1 The Consultant shall perform the Services and fulfil its obligations in a diligent, effective and cost-effective manner in accordance with professional standards and the applicable Law. It shall demonstrate sound management and use appropriate, reliable and effective techniques. In the context of the performance of the Contract, it shall always act as a faithful advisor to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

- 2.2 The Consultant shall employ and provide such qualified and experienced Experts and Subcontractors as are required to carry out the Services.
- 2.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subcontractors as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the performance of the Services and shall not subcontract the whole of the Services.

### **3 Force Majeure**

- 3.1 For the purposes of the Contract, "Force Majeure" means any event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible, or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies.
- 3.2 Force Majeure shall not include insufficiency of funds or failure to make any payment.
- 3.3 The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 3.4 Measures to be taken:
  - 3.4.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - 3.4.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - 3.4.3 Any period within which a Party is required to fulfil its contractual obligations, pursuant to the Contract, shall be extended for a period equal to the time during

which such Party was unable to perform such action as a result of Force Majeure.

3.4.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- Cease its activities and demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services, or
- Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.

3.4.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to the provisions of Article 30 below.

#### **4 Conflict of Interest**

4.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

4.2 Commissions, discounts, etc.:

4.2.1 The payment of the Consultant shall constitute the Consultant's only payment in connection with the Contract and, subject to Article 15.3 below, the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, and shall use its best efforts to ensure that its Experts and its officers, as well as its Subcontractors and their officers, shall not receive any such additional payment.

4.2.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on procurement of any nature, it shall comply with the Client's procurement regulations and shall protect the best interests of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

4.3 Non-participation of the Consultant and its Affiliates in certain activities: a firm that has been engaged by the Client

to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services.

4.4 Prohibition of conflicting activities: The Consultant shall not engage, and shall cause its Experts as well as its Subcontractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.

4.5 Duty to disclose conflicting activities: The Consultant has an obligation, and shall ensure that its Experts and Subcontractors shall have an obligation, to disclose to the Client any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.

## **5 Confidentiality**

5.1 The Consultant and its Experts shall not at any time communicate any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services without prior written consent from the Client.

## **6 Liability of the Consultant**

6.1 The following limitation of the Consultant's Liability towards the Client will apply:

a. Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

- i. For any indirect or consequential loss or damage; and
- ii. For any direct loss or damage, that exceeds one time the total Contract amount.

b. This limitation of liability shall not:

- i. Affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
- ii. Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law.

- |  |      |   |
|--|------|---|
| <b>7 Insurance to be taken out by the Consultant</b>       | 7.1  | <p>Prior to the commencement of the Services, the Consultant shall take out and maintain, and shall cause its Subcontractors to take out and maintain, insurance against the risks and for the following amounts:</p> <ul style="list-style-type: none"> <li>- Professional liability insurance, with a minimum coverage which should not be below the total Contract amount;</li> <li>- Insurance against occupational accidents covering the Consultant's Experts and its Subcontractors, in compliance with the applicable Law, and life, health and travel insurance, or otherwise;</li> <li>- Insurance against loss or damage suffered by (i) equipment financed in whole or in part under the Contract, (ii) property used by the Consultant for the provision of the Services, and (iii) documents prepared by the Consultant during the Services.</li> </ul> |
|  | 7.2  | <p>At the Client's request, the Consultant shall provide evidence that such insurance has been taken out and maintained and that the premiums have been paid.</p>   |
| <b>8 Accounting, inspection and audit</b>                  | 8.1  | <p>The Consultant shall keep up-to-date accounts and documentation relating to the Service in such form and detail as will clearly identify all the expenditures and costs, and the basis on which they have been calculated. It shall ensure that its Subcontractors proceed in the same manner.</p>   |
|  | 8.2  | <p>The Consultant shall permit, and shall cause its Subcontractors to permit, AFD and/or persons appointed by AFD to inspect the project site and examine all accounts and records relating to the submission of the quotation and the performance of the Contract, and to have them audited by auditors appointed by AFD.</p>  |
| <b>9 Ownership of documents prepared by the Consultant</b> | 9.1  | <p>All reports and information relating to the Services, such as maps, diagrams, plans, specifications, databases, other documents and software, and all material compiled or prepared by the Consultant for the Client pursuant to the Contract, shall be confidential and become and remain the absolute property of the Client. The Consultant may retain a copy of such documents and software but shall not use the same for purposes unrelated to the Contract without prior written approval from the Client.</p>  |
| <b>10 Key Experts: replacement or addition</b>             | 10.1 | <p>The titles, job descriptions, qualifications and time-input estimates to carry out the Services of the Consultant's Key Experts are set out in Appendix B.</p>   |
|  | 10.2 | <p>Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p>  |

- 10.3 Notwithstanding the above, the substitution of Key Experts during the performance of the Contract may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including, but not limited to, death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 10.4 If during the performance of the Contract, additional Key Experts are required, the Consultant shall submit to the Client a copy of their CVs for review and approval. If the Client does not object in writing stating the reasons for the objection within twenty-two (22) Days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client. The rate of remuneration applicable to such new additional Key Experts shall be based on the rates for the other Key Experts with the same level of qualifications and experience.
- 11 Removal of Experts or Subcontractors**
- 11.1 If the Client finds that any members of the Experts or Subcontractors have committed serious misconduct or have been charged with having committed a criminal action, or have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, immediately provide a replacement.
- 11.2 In the event that the Client finds that any members of the Key Experts or Subcontractors do not have the required competence or are incapable of discharging their assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 11.3 Any replacement of the Experts or Subcontractors shall possess qualifications and experience at least equivalent to the replaced Expert and shall be acceptable to the Client.
- 12 Obligations of the Client**
- 12.1 The Client shall make payments to the Consultant for the Services performed under the Contract in accordance with the provisions of Article 24 below.
- 13 Ceiling amount (time-based) and Contract price (lump-sum)**
- 13.1 In the case of a **unit price Contract** (time-based), payments under the Contract shall not exceed the Contract ceilings. For any payments in excess of the ceilings required to be paid to the Consultant, an amendment to the Contract shall be signed by the Parties.
- 13.2 In the case of a **lump-sum Contract**, the Contract price (lump-sum) is fixed. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of



Reference in Appendix A through an amendment to be signed by the Parties.

13.3 The Contract is: *[lump-sum OR unit-price (time-based)]*

13.4 The Contract price (lump-sum) or Contract ceiling (time-based) is: \_\_\_\_\_ *[insert the amount(s) and currency(ies)]* exclusive of the local applicable taxes, duties and fees referred to in Article 25.1.

*[In the case of a conditional phase, indicate separately the amount of the firm phase and the amount of the conditional phase.]*

13.5 The amount of the applicable taxes, duties and fees referred to in Article 25.1. and due under the Contract for the Services provided by the Consultant shall be: \_\_\_\_\_ *[insert the amount resulting from the negotiations based on the estimate provided by the Consultant in its financial quotation].*

#### 14 Taxes, duties and fees

14.1 The payment of the taxes, duties and fees applicable to the Contract is specified in the table below.

Applicable taxes, duties and fees	Rate (percentage)	Payment <i>[fill in the applicable boxes]</i>			Term
		a) Exemption from payment	b) Payment by the Consultant	c) Direct payment by the Client on behalf of the Consultant	
PART 1 : Local taxes applicable to the Contract					
<i>[Note: the cells in grey should not be completed. For each line, one cell only should be filled in.]</i>					
Value Added Tax (VAT) or equivalent					
Invoices from the Consultant /Joint venture member based in the Client's country	... %	<i>[yes/no]</i>	<i>[yes/no]</i>	N/A	

Invoices from the Consultant /Joint venture member based outside the Client's country	...%	[yes/no]	N/A	[yes/no]
<b>Withholding tax on the Consultant's invoices based outside the Client's country</b>				
Invoices from the Consultant /Joint venture member based outside the Client's country	... %	[yes/no]	N/A	[yes/no]
<b>Contract Registration Fees<sup>(1)</sup></b>				
Contract registration fees	... %	[yes/no]	[yes/no]	[yes/no]
<b>Customs duties</b>				
Customs duties relating to equipment , materials and supplies imported and paid for in the performance of the Services, and considered as the property of the Client	(2)	[yes/no]	[yes/no]	[yes/no]
<b>PART 2 : Other applicable taxes, duties and fees</b>				
All other applicable taxes, duties and fees [Specify as needed]	[...]	[yes/no]	[yes/no]	[yes/no]

- (1) Add a line here if there are other similar fees, such as fee to the regulatory body for public procurement, or equivalent.
- (2) The Consultant shall refer to the rates in effect in the Client's country by category of equipment, materials and supplies.

In case of exemption applicable to the Contract:

The Client shall assist the consultant in seeking the relevant exemptions in the course of the contract.

**15 Remuneration and other expenses (time-based Contract only)**

- 15.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services, or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 15.2 All payments shall be at the rates set out in Appendix C, on the basis of eight (8) hours worked per day and twenty-two (22) Days worked per month.
- 15.3 The remuneration comprises: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts, as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by headquarters staff that is not included in the list of Experts in Appendix B, (iii) the Consultant's profit, and (iv) any other cost.

**16 Mode of billing and payment**

- 16.1 All payments shall be made in the currency of the Contract indicated in Article 24.4 above.
- 16.2 Itemized invoices (unit-price/time-based Contracts)
  - 16.2.1 The Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by copies of the invoices, timesheets, the receipts, or other appropriate supporting documents upon fulfilment of a deliverable.
  - 16.2.2 Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately.
  - 16.2.3 The Client shall pay the amounts corresponding to the Consultant's itemized invoices within sixty (60) Days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the

portion of an invoice that is not satisfactorily supported may be withheld from payment.

### 16.3 Lump-sum instalment payments (lump-sum Contracts)

16.3.1 The payment schedule shall be as follows:

- a. \_\_\_\_% of the Contract Price shall be paid upon receipt of the Inception Report;
- b. \_\_\_\_% of the Contract Price shall be paid upon receipt of satisfactory [*detail the reports*] reports;
- c. \_\_\_\_% of the Contract Price shall be paid upon receipt of satisfactory [*detail the reports*] reports;
- d. [*add terms of payment if necessary*]
- e. \_\_\_\_% of the Contract Price shall be paid upon approval of the Final Report.

16.3.2 Payment shall be made for deliverables approved by the Client. The Client shall have a maximum of thirty (30) Days to make any comments which the Consultant shall promptly take into account.

16.3.3 The Client shall pay the Consultant's invoice within sixty (60) Days from the receipt of the deliverable(s) and the corresponding invoice.

16.4 Final payment: The final payment shall be made only after the report entitled "Final Report" and the invoice entitled "Final Invoice" shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client within sixty (60) calendar days after receipt by the Client unless the Client, within such period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the Final Report, or Final Invoice. The Consultant shall thereupon promptly make any necessary changes and corrections, and thereafter the foregoing process shall be repeated.

16.5 All payments shall be made to the following bank account of the Consultant:

*[insert the account details]*

Interest on late payments      Should the Client fail to pay the amounts owed to the Consultant within fifteen (15) Days after the due date set out in Article 27 of the Conditions of Contract, interest shall be paid to the Consultant for each day of delay at the annual rate of *[insert the rate]*.

Damages      1.1      Should the Consultant fail to comply with the Contract requirements, the Client shall be entitled to apply damages. In particular, a late delivery penalty of *[insert an amount, for example, €100 per day]* for each day of delay of the expected deliverable shall be applied. *[insert other penalties where appropriate]*.

The total amount of the damages applied shall not exceed 10% of the Contract amount.

**17 Settlement  
disputes**

**of** 17.1 Amicable settlement: The Parties shall seek to amicably settle any dispute arising from the interpretation or performance of the Contract. In the event that one of the Parties objects to an action or absence of action by the other Party, the first may notify the second of the grounds for the dispute in writing, providing all necessary details. The Party who is notified of the dispute shall examine the dispute and respond in writing within fourteen (14) Days from receipt of the notification. If no response is received within this time, or if the dispute cannot be resolved within fourteen (14) Days of the response, Article 30.2 shall apply. .

17.2 Mediation : In the absence of an amicable settlement confirmed as satisfactory by both Parties within 3 months from the first written notification mentioned in Article 30.1, the Parties may, by mutual agreement, attempt to settle the dispute by mediation. The mediator is appointed by *[insert mediation service]* and this appointment decision is binding on the Parties. The costs of mediation and the services of the mediator are borne equally by the Parties.

*Note: Mediation services are offered by the International Chamber of Commerce (ICC) [www.iccwbo.org](http://www.iccwbo.org) or the Centre for Effective Dispute Resolution (CEDR), [www.cedr.com](http://www.cedr.com) or the International Institute of Mediation (IIM), <https://imimediation.org/>, the International Federation of Consulting Engineers (FIDIC) [www.fidic.org](http://www.fidic.org)*

17.3 Rules of arbitration: Any dispute, controversy or claim resulting from or relating to the present Contract, or to a breach, termination, or invalidation of such Contract, and that cannot be settled through a mediation, shall be settled by arbitration in accordance with the arbitration rules of UNCITRAL (United Nations Commission on International Trade Law) in force on the date of the contract.

17.4 Miscellaneous: In the case of arbitration proceedings settled under the provisions of the present Article:

17.4.1 The Parties shall agree to appoint a sole arbitrator who shall be an internationally recognized expert with extensive experience in relation to the matter in dispute;

17.4.2 The Proceedings shall be held in *[select a country which is neither the Client's country nor the Consultant's country]*;

17.4.3 *[Insert the language selected]* shall be the official language for all purposes; and

17.4.4 The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction. The Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## 12. Appendix to the Conditions of Contract

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

#### 1. **Corrupt and Fraudulent Practices**

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

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

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

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

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

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

- a) Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person<sup>15</sup> or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.

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<sup>15</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- b) A Public Officer shall be construed as meaning:
- Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
  - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
  - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person<sup>16</sup> means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
  - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Environmental and Social Responsibility**

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

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labor standards, consistent with applicable law and regulations

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<sup>16</sup> Means any natural Person other than a Public Officer.

in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties;

- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.



