GERMAN FINANCIAL AND TECHNICAL
COOPERATION WITH THE REPUBLIC OF SOUTH AFRICA

Program: BMZ 2010 65 994 and 2012 65 198

TENDER DOCUMENTS
for

Services Contract to provide
HIV Counselling and Testing services in
Eastern Cape and Mpumalanga Provinces

September 2015
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Documents available on KfW’s website www.kfw.de
Guidelines for the Assignment of Consultants in Financial Cooperation with Developing Countries (September 2013)
Standard consulting contract (September 2013)
1 TENDER PROCEDURE

1.01 General
The rules of the present Tender are in accordance with the latest version of the KfW Guidelines for the Assignment of Consultants in Financial Co-operation. These Conditions of Tender contain the General Conditions (Chapter 1 including 6) and the Special Conditions of Tender (SCT) for the particular tender (Chapter 7). The Special Conditions of Tender are referred to in the text by “SCT” and summarised in Chapter 7.

1.02 Project Executing Agency
The Project Executing Agency subsequently called PEA is indicated in the SCT.

1.03 Presentation of Tender
The Tender should be submitted in one package containing three clearly marked separate envelopes: one with “Post-Qualification Documents”, one with “Technical Proposal” and the other with “Financial Proposal”. The Financial Proposal shall be sealed and no financial information shall be contained in the Technical Proposal. An unmodifiable electronic version (CD or USB stick) of the technical and financial proposal shall be included in each envelope. The respective files shall be made available in pdf-format. The package shall display the following information:
- the address where Tenders have to be sent;
- the title of the call for Tenders such as indicated in the request for proposal;
- the Tenderer’s name;
- the following words clearly visible: „Call for Tenders – Not to be opened by the Postal Service“.

1.04 Language of the Tender
The post-qualification documents, the technical and financial proposals as well as all communication related to the present Tender shall be prepared in the language indicated in the SCT.

1.05 Submission of Tender
Tenders should be sent in one (1) clearly marked and signed original, one (1) copy and one (1) softcopy (electronic version) of the proposal or delivered in person, against confirmation of receipt, to the address indicated in the SCT. The deadline for receipt of Tenders is specified in the SCT. All Tenders received after that deadline will be rejected automatically without being evaluated.
In case of ambiguities between the original and the (soft-) copies, the original version shall prevail.

1.06 Validity Period of Tenders
Unless otherwise stated in the SCT the period of validity of the Tenders counted from the deadline for receipt of Tenders is 90 days.

1.07 Information Visit to Site and Pre-Bid Meeting
A pre-bid meeting and a common information visit for all Tenderers are scheduled at the dates and places indicated in the SCT.
It is understood that all information visits to the site and the preparation of the proposals are at the Tenderer’s own expense and risk.
1.08 Request for Additional Information
Any question, communication or requests for additional information concerning this call for Tenders are only permitted in writing and up to two (2) weeks before the deadline for the submission of the proposals. Such requests are to be sent to the address indicated in the ⇒SCT. If any clarification of the call for Tenders proves necessary, the answers will be communicated simultaneously in writing to all the Tenderers.

1.09 Amendments to the Tender Dossier
Any change made to the Tender dossier during the Tender period by PEA / KfW will be communicated forthwith in writing to all prospective Tenderers who have been provided with the Tender documents, together with notice of any extension of the Tender period which KfW may consider necessary to enable Tenderers to take account of such a change.

1.10 Eligibility of Bidders
The services will be carried-out by an independent, service providers experienced in the provision of HIV testing and health screening services, in particular: HIV counselling and testing, screening of: Tuberculosis, sexually transmitted infections and non-communicable diseases. Extensive experience of working in South Africa will be a requirement and experience of both working at a provincial and district level and knowledge of donor related financial reporting and procurement processes would be advantageous. It is expected that the successful bidder will sub-contract smaller NGO’s, faith based or community based organisations with detailed knowledge of the communities in their respective Provinces, Districts and Sub-Districts.
2 CONTENTS OF THE TENDER

2.01 Post-qualification Documents

a. Interested applicants are requested to prove their ability to perform the services by the presentation of evidencing documents, which constitute the basis for the post-qualification of consultants. All proposals submitted on time and with sufficient documentation will be evaluated based on the post-qualification criteria mentioned in 2.01 b.

b. The qualification documents in English shall have the following structure and content and shall be presented in the same sequence as shown below:

(i) **Covering Letter**, comprising the firm's name, address, contact person, telephone, fax and email if applicable mention the association for this project.

(ii) **Presentations service providers’ incl. subcontractors** (maximum 10 pages), inclusive clear statements of type, property and key task of the association, if applicable.

(iii) **Statements and Declarations:**

a) Statement on **affiliations** of any kind with other firms which may present a conflict of interest in providing the envisaged services.

b) In case of an **association or sub-contracting** – the intended contractual arrangement with international and local NGOs / firms, nominating the lead service provider and including letters of intent of participating entities (in case of local partners a fax copy of such letter of intent is sufficient).

c) **Declaration of undertaking** to observe the **highest standard of ethics** during execution of the contract. Applicants should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation. The said declaration shall be submitted and duly signed according to the attached form (see Annex E).

(iv) **3 years of audited financial accounts** of the lead service provider only showing the turnover (Balance sheet, statement of turnover or annual tax statement or profit and all loss account of the last three years). The anticipated turnover per year of the lead service provider is expected to be circa EUR3 million.

(v) **List of project references** carried out as Annex C (EU-Format) covering the last 10 years and strictly related to the envisaged services **(maximum 5 references)**.

(vi) **Brief CVs** on senior executive level personnel on permanent contracts proposed for backstopping and home office support (each max. 3 pages). For both the main and sub-contracted service providers.

(vii) **List of available personnel structure** for the envisaged services with information about education, professional experience, regional experience, years with/ firm, specific project-related experience and experience in similar posts. This list shall allow a profound judgement on the NGO /firms general ability to provide the required personnel having the specific experience for the project in case of an offer. Persons belonging to the NGO / firm get more points. The NGO / Firm have to use the format given in Annex B. The submission of CVs except for the senior backstopping personnel is not allowed.

(viii) For South African Registered Entities: NGOs will be required to be registered with the Department of Social Development in line with Non-Profit Organization Act 1997. Submission of thee Broad-Based Black Economic Empowerment Cer-
tificate and submission of the Public Benefit Organization or Tax Clearance Cer-
tificate.

c. Interested NGOs / firms are requested to submit concise and clear, but substantial
documents and to adhere to the above structure. Non-compliance with this invitation or
faulty information shall lead to non-qualification. Any surplus of information not specific
to the material requested will be penalized.

2.02 Technical Proposal

The technical proposal shall contain:

a) Critical Analysis of Project Objectives and Terms of Reference (TOR) (3 page)

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

b) Proposed Concept, Methods and Work Plan (Max of 25 pages)

This section will contain:

- Conceptual and methodological approach proposed to carry out the services. In this
  context, the Tenderer is explicitly encouraged not to repeat the TOR but to show the
  suitability of his concept in regard to the TOR and his comments made on these. The
  approach should include a Work Plan proposing the main activities of the assignment,
  their content and duration, phasing and interrelations, milestones (including interim
  approvals by the Client), and delivery dates of the reports, works and services. The
  conceptual and methodological approach should show the understanding of the TOR and
  ability to translate them into a feasible working plan. A list of the final documents,
  including reports and tables to be delivered as final output, should be included. The
  described approach should also include an assessment how the proposal mitigates the
  risks of the project.

- A work plan (bar chart) showing clearly the different project phases as well as the main
tasks planned, their duration and their interactions. The chart shall also include
milestones, deadlines for discussions, decisions and submission of reports. The schedule
has to be consistent with the proposed methodological approach;

- A staffing schedule (bar chart) showing clearly times and places of effective assignment
for each professional. The chart shall be completed or accompanied by a table stating the
precise periods of duty for each professional by places of assignment. These periods
shall be broken down to each project / study phase. The Tenderer is encouraged to
include junior staff in his team subject to available guidance within a team headed by
senior professional staff and application of adequate rates. If certain tasks are not
exclusively performed at site, the Tenderer has to describe how the execution and co-
operation between site and home office staff is assured;

  o Each testing team will be required to have a certified nurse registered with the SA
    Nursing Council. Lay Counsellors have to be / will be certified according to:
    Certificate of Competency, HIV Rapid Test Training in accordance with the
    Government Gazette No. 33188

- An estimation (details to be shown), of the expected number of clients that can be
reached for HCT tests, CD4 tests, screening of TB, STI’s, NCDs and condoms
distributed. The breakdown between general population groups and the vulnerable
population groups of MSM, transgender, SW, IDUs, and migrant populations. Hotspots
where HIV prevalence is extremely high should also be targeted.

- A statement of work organisation and an organisation chart showing the Tenderer’s
internal organisation as well as the envisaged interactions with the PEA and KfW as well
as with other stakeholders. Responsibilities within the project team have to be defined.
The work organisation between the tenderer and sub-contractors is also required.
• **Envisaged back-up services** by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work / the study;

• Procedures for **Quality Control Management** of services (reports, documents, drawings and statistics), including those prepared by associates, sub-consultants and local partners, before submission to the PEA / KfW. Plain reference to ISO 9001 is not considered to be adequate;

• **Planned logistics and facilities** for the execution of the services.

The Tenderer is invited to comment on those items of the above mentioned fields that require additional explanation. The texts and information should be compiled and presented in a way that is related to the project. Tenderers shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. A sample format is provided in Annex H.

The standards of service delivery, process of conducting and outcomes are described in National Strategic Plans, NDoH policies and guidelines. An indicative list is included in Annex A, ToR Annex 2.

c) **Key Staff**

If the Tenderer is advised to compose his team using staff proposed in his post-qualification document. The tenderer shall provide a detailed description of tasks to be performed by each HCT team (including back-up staff in the home office) as well as details on the selection and experience of the proposed members with regard to their tasks.

Furthermore, the Tenderer shall provide updated curricula vitae (CV) of the proposed executive level technical and administrative staff, assigned management staff at province and district level, staff nominated as supervisors together with key staff provided by the sub-contracted entity according to the model given in Annex D. Key staff should have adequate education, professional experience and experience in the region. Unless stipulated otherwise in the \( \Rightarrow \) SCT, region includes the country and neighbouring countries with similar political, socio-economic and cultural conditions. It is particularly expected that key staff has project- and job/post-related experience and has completed similar tasks in similar projects of similar magnitude and with international financing. The CV shall indicate whether the proposed staff member is part of the Tenderer’s permanent personnel or not. To support transparency and for ease of evaluation the Tenderer has to summarise the essential data of proposed key staff according to the Table in Annex B. In case of ambiguities the CV prevails.

Key staff presented in the Tenderer’s proposal may not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.

d) **Sub-contractors**

Sub-contracting is anticipated and expected. The Tenderer will clearly specify the services to be carried out by sub-contractors. He shall indicate the NGO/CBOs to whom he intends to sub-contract such services and include approval letter from the proposed sub-contractors in the proposal.

e) **Declaration of Intent**

The Tenderer shall provide a duly signed declaration that the offered key staff will be available and is willing to undertake the services, which he/she is proposed for. This declaration will have to be signed by the proposed staff.

If the proposed staff of the company ranking first after the evaluation will, in parts, or total not be available any more for reasons others than proven health issues when contract negotiation starts, an equally qualified expert must be substituted as the replacement.
2.03 Financial Proposal

Based on the quantities of staff and other services the Tenderer will submit a Financial Proposal. All rates will be in the currency indicated in the ⇨SCT. Contributions by the PEA related to a) below and in the ⇨SCT. The Financial Proposal shall contain the following information and be structured as detailed in Annex F.

a) **Procurement of equipment**: The Financial Proposal shall include procurement of all office and work equipment including: vehicles (leased, rented or charged to the project if owned by the Tenderer), furniture, laboratory equipment, survey and cost of IT equipment etc., which the Tenderer deems necessary for the execution of the project and which, after termination of his services, will be handed over to the PEA taking into account normal wear and tear under the operational conditions of the project. The respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted. Note: Procurement of goods and services for the project implementation has to be managed and controlled through inclusion of qualified and adequate staff in the team.

   a. Costs of the equipment will not be taken into consideration during the evaluation of the financial proposal.

b) **IEC**: Costs associated with mass media campaigns, information materials, for example flyers, leaflets, booklets and costs of translation of materials into local languages. Behaviour change communication costs associated with interventions in the communities. Development of a project website or integrated into own current website. The purpose of the website is to share the project progress with clients and staff.

c) **Capacity Building of sub contracted local NGOs**. Workforce development especially in relation to HCT certification is a priority but also capacity building in screening of TB, STIs and NCDs. The aim of capacity building will improve sub-contracted entities and ability to meet the objectives of the project.

d) **Coordination of Stakeholders**: to ensure operational efficiency coordination of activities will be required with the provinces and also between the sub-contractors. Includes workshops, meetings and other activities to encourage good working relationships.

e) **Cost of Personnel** including monthly home office rate, including salary, social charges and overhead cost, bonus, vacation and sick leave, home office cost, all medical examinations, professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, taxes, risk and profit.

f) **International Travel Cost** contain international air fares (based on economy fare), including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, accommodation and daily allowances etc.) as a lump sum item per round trip.

g) **Cost for Local Transport contain**
   - lease or rent of project vehicles or depreciation cost of vehicles owned by the Tenderer as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
   - running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver. Private use of official vehicles during off-duty time (if allowed) has to be specified in the Financial Proposal and a deduction of 20 % on the running cost has to be accounted for;
   - cost for local air, road and rail travel, if any, as a lump sum item;
   - taxi costs for local transport demand peaks.

h) **Cost for the Local Project Offices** shall be offered as monthly lump sums, consisting of
   - office rent;
• office operation cost (include cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables;

i) Reporting costs shall be offered as lump sum item per specific report covering costs for report production (including freight and local distribution) as specified in the TOR or in the Technical Proposal. The cost of progress photographs, whether specifically taken and used for the reports or not, are included in the relevant lump sum item as well.

No other cost items except those stated above will be accepted in the Financial Proposal and considered for payment. If the Tenderer regards an important cost component not covered by the above instructions, he may ask permission to include such item. Such a request shall reach PEA / KfW not later than three weeks before submission date. The result will be communicated as a circular letter to all Tenderers.

Unless otherwise stated in the ⇒SCT no taxes have to be indicated in the Financial Proposal.

The bidder should take note of the insurance requirements as per Ch7 in the general conditions of contract.

The overall available budget is indicated in the ⇒SCT.
3 PAYMENT CONDITIONS

3.01 Currency
All payments will be made in the currency (currencies) indicated in the ⇒SCT.

3.02 Taxes and Duties
The Tenderer shall prepare his offer under the assumption that he and any foreign staff shall be exempted from all taxes, duties, levies and other charges as stipulated in the Standard Consulting contract of KfW (see Annex G).
For the reimbursement costs relating to consulting services and equipment, only the net cost will be reimbursed. Other charges, for example if VAT is incurred as an input cost the charge will be reimbursed by NDoH.

3.03 Price Adjustment
Unless otherwise indicated in the ⇒SCT all unit and lump sum rates presented in the Financial Proposal, with the exception of reimbursables, shall be considered fixed for a period of three (3) years from the end of the validity period.

3.04 Terms of Payment
The Tenderer shall assume for the preparation of his Financial Proposal that payments will be made in the following sequence:

Advance Payment: After signature of the contract the Consultant may claim an advance payment as stipulated in the ⇒STC.

Interim Payments: The interim payments (instalments) shall be paid upon presentation and approval of quarterly reports and of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first instalment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services, taking into account reimbursement of the advance payment and retention money, if any. Payments in respect to equipment procured under the project will be made upon submission of an invoice with proof that the equipment has been delivered to the respective sites.

Final Payment: Balance as stipulated in the ⇒STC after acceptance of the Final Report by PEA and KfW and submission of the final invoice.

If the Tenderer requests changes in the disbursement schedule, he has to justify such a request adequately in his Proposal. He may also make suitable and justified proposals for the conversion of reimbursable items to lump sums based on fixed rates. The final payment procedures will be defined during the contract negotiations.

All invoices for interim and final payments including the corresponding report have to be approved by PEA and KfW.

For the reimbursement of equipment and any procured consulting services payment will be made from the Disposition fund net of any VAT.

3.05 Guarantees
Unless otherwise stated in the ⇒SCT neither a tender guarantee nor a performance guarantee is required.
4 ORGANISATION OF SERVICES

4.01 Project Duration
The duration of the project from commencement of services until presentation of the draft final report is indicated in the ∑SCT. Approval periods for review and comments by PEA and KfW are indicated in the ∑SCT. These are included in the project completion period.

4.02 Services Required
The services must in all respect satisfy the requirements laid down in the Terms of Reference (TOR) given in Annex A which will be part of the Consulting Contract. The preparation of the Tenderer's proposal includes a critical verification of these services and, if necessary, their completion or modification according to the Tenderer's own assessment of the local situation and his professional experience in order to achieve the set project objectives. In this context, the local standards and laws will be respected.

4.03 Performance of Services
The Consultant shall co-ordinate all his activities with the project co-ordinator designated by the PEA. All official communications to the PEA concerning the project are to be addressed simultaneously to GFA as stipulated in the ∑SCT, 1.08.

4.04 Contribution of PEA
The Tenderer will take into account in his financial proposal that the PEA will
- provide the Tenderer with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project / study;
- ensure that the Tenderer has all the necessary permits to obtain further documents, maps and aerial photographs;
- support the Tenderer in obtaining all the necessary working permits, residence permits and import licences;
- provide other contributions as stipulated in the ∑SCT.
5 TENDER EVALUATION

5.01 General
The selection of the service provider for the execution of services will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants". The latest version (September 2013) can be downloaded from KfW's web-site www.kfw.de.

5.02 Post-Qualification
Only the post-qualification documents will be opened on the submission date. The quality of each post-qualification document will be evaluated on a scale of 0 to 100 points, according to the criteria given in the $SCT$, which will be examined in accordance with the requirements as indicated in the Terms of Reference. Non-compliance with the required contents, under 2.01 or faulty information shall lead to non-qualification. Any surplus of information not specific to the material requested will be penalized.

After having completed the evaluation of the post-qualification documents, a list consisting of the five highest ranked service provider or less scoring a minimum of 70 points will be established. Only the technical proposals of the listed Consultants will be evaluated in the next step.

5.03 Technical Proposal
The Technical Proposals of qualified NGOs / firms will be opened in the next evaluation step. The Financial Proposals remain sealed until the technical evaluation is completed.

The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given in the $SCT$, which will be examined in accordance with the requirements as indicated in the Terms of Reference.

If there are minor omissions in relation to the TOR points will be deducted. Omissions that restrict comparison with other tenders can lead to the exclusion of the applicant. Tenders are also rejected if the declarations required in Article 2.01 have not been submitted.

5.04 Financial Proposal
After evaluation of the Technical Proposal, the Financial Proposals of those Tenderers will be opened whose technical Proposal achieved a minimum score of 75 points.

The price quotations will be assessed using the total price excluding equipment (not including customs and excise duties, taxes and levies in the Client’s country), after correcting any arithmetical errors. Incidental costs and additional services that are paid for separately against proof in accordance with the terms of the invitation to tender can be adjusted for the purposes of the assessment or excluded from the assessment, if this is the only way to make price quotations comparable. Optional offers of services will only be included in the assessment of price quotations if all bidders were requested to submit such offers in accordance with the terms of the invitation to tender.

Cost items that according to the wording of the invitation to tender are to be offered separately but are not shown separately in the bid will be assessed at the highest price of the corresponding cost item of the other bidders.

After correcting any arithmetical errors, the evaluation of the price quotations will be made with and without optional and miscellaneous costs. Any items missing in individual offers will be added. This will be done on the basis of the most expensive unit price of all tenders.

If foreign and local currencies are accepted (see $SCT$) local costs will be converted to Euro at the exchange rate of the submission date and that total cost will be used for the financial evaluation.
5.05 Final Evaluation
For the purpose of a combined evaluation the Technical Proposal of a Tenderer will be weighted 80% as follows:

\[ \text{T} = \frac{80}{100} \times \frac{T}{T_o} \]

- **\[ \text{T} \]** = attributed score for Technical Proposal,
- **\[ T \]** = Tenderer's score in the technical evaluation,
- **\[ T_o \]** = highest 'technical' score of all Tenderers.

The Financial Proposal of a Tenderer will be weighted 20% as follows:

\[ \text{F} = \frac{20}{100} \times \frac{C}{C_o} \]

- **\[ \text{F} \]** = attributed score for the Financial Proposal (points),
- **\[ C \]** = Tenderer's corrected price of the Financial Proposal,
- **\[ C_o \]** = lowest corrected Financial Proposal.

The total score of the Tender is

\[ P = F + T \]

The Tenderer, who submitted the proposal with the highest total score, will be invited for contract negotiations. The negotiations will cover the Technical Proposal and acceptable alternatives of implementation or staffing and payment pattern, but not the unit rates and prices that were taken into account in assessing the price quotation. If the negotiations with the Tenderer having the highest score will not be successful, negotiations with the Tenderer placed next will be undertaken until an agreement will be reached.

5.06 Consulting Contract

Once the tenders have been evaluated, the PEA will promptly and efficiently negotiate the contract with the first placed bidder. If these negotiations are not successful, the bidder who came second will be asked to negotiate, after KfW has given its approval. The resumption of negotiations with a bidder after negotiations have been broken off is not permissible.

The PEA will carry out negotiations promptly and efficiently and generally limit them to the following points:

a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
b) any counterpart services to be provided by the Client and the level of customs and excise duties, taxes and levies in the Client’s country, and the contractual obligation to pay these;
c) contractual stipulations on other cost items that were not included in the assessment of the price quotation.

Fees and unit prices for incidental costs and services that were to be offered on a lump-sum basis pursuant to the invitation to tender, are in principle not subject to negotiation, as they were already taken into account in assessing the price quotation.

The Technical and Financial Proposals of the successful Tenderer will become part of the Contract to be concluded. The successful Tenderer will prepare a draft contract according to the standard consulting contract (see Annex G).

The contract with the selected Tenderer will come into force upon signing by the Tenderer and PEA and KfW, and upon achievement of effectiveness of the Project funding.

5.07 Other

5.01 Unsuccessful Tenderers

Tenderers that have not post-qualified will be notified in writing.
After the evaluation of Technical Proposals, Tenderers that have not achieved the minimum required score will be notified in writing. Their Financial Proposals will be returned unopened. After the winning Tenderer has been notified of the award of Contract, the remaining Tenderers will be informed in writing about the rejection of their proposals.

5.02 Cancellation of Tender
The tender procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if

- the project has been cancelled;
- circumstances underlying the invitation to tender have changed materially;
- no Tender satisfies the criteria for the award of the Contract;
- competition was inadequate;
- the conditions for a fair competition have not been implemented;
- the price quotations are obviously unreasonable and/or exceed the financial resources earmarked for the contract. In this case, KfW may, as an alternative to re-tendering, enter into negotiations with the winning Tenderer to try to obtain a satisfactory offer.

In the event of cancellation of the Tender procedure, Tenderers shall be notified thereof by PEA and KfW. Such Tenderers shall not be entitled to compensation.

5.03 Other conditions
Other tender conditions or constraints, if any, are indicated in the ⇒SCT.
6 SPECIAL CONDITIONS OF TENDER (SCT)

<table>
<thead>
<tr>
<th>GCT 1.01</th>
<th>The present Tender is funded by KfW and carried out by the Project Executing Agency (PEA) - the National Department of Health, Republic of South Africa.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCT 1.04</td>
<td>The language of the proposal and of all communication is English unless otherwise stated in the letter of invitation.</td>
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<tr>
<td>GCT 1.05</td>
<td>The original of the proposal (post-qualification, technical and financial proposal in three separate, sealed envelopes), one hard copy (post-qualification, technical and financial proposal in three separate, sealed envelopes) and one electronic copy on CD/DVD (technical proposal only) shall be sent to the following address or handed over before the date and time indicated below:</td>
</tr>
<tr>
<td></td>
<td>HIV/AIDS Prevention I &amp; II (2010 65 994 &amp; 2012 65 198)</td>
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<td></td>
<td>National Department of Health,</td>
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<td>HIV &amp; AIDS Directorate,</td>
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<td>Room 448,</td>
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<tr>
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<td>Attn: Andrew Fearon, GFA Teamleader</td>
</tr>
<tr>
<td></td>
<td>National Department of Health,</td>
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<tr>
<td></td>
<td>Civitas Building,</td>
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<tr>
<td></td>
<td>Cnr Thabo Sehume and Struben Streets,</td>
</tr>
<tr>
<td></td>
<td>Pretoria, South Africa.</td>
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<tr>
<td></td>
<td>Alternatively the bids can be Addressed as above and submitted in the NDoH Tender Box, Ground Floor Reception, NDoH.</td>
</tr>
<tr>
<td></td>
<td>The deadline for submission of Proposals is: 2 November 2pm Local Time (Johannesburg local time).</td>
</tr>
<tr>
<td>GCT 1.06</td>
<td>The Tender validity is 90 days.</td>
</tr>
<tr>
<td>GCT 1.07</td>
<td>No site visits are planned. The pre bid meeting will be held 11am, Friday 9th October, 4th Floor, NDoH, Civitas Building, Cnr Thabo Sehume and Struben Streets, Pretoria.</td>
</tr>
<tr>
<td>GCT 1.08</td>
<td>Requests for clarifications shall be sent to the following email address: <a href="mailto:HonwaJ@health.gov.za">HonwaJ@health.gov.za</a>, <a href="mailto:britzn@health.gov.za">britzn@health.gov.za</a>, <a href="mailto:Andrew.fearon@gfa-group.de">Andrew.fearon@gfa-group.de</a></td>
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<td>Clarifications, if required will be sent to all bidders latest 14 days before submission of the proposal.</td>
</tr>
<tr>
<td>GCT 2.02</td>
<td>Regional countries are: Lesotho, Swaziland, Mozambique, Zimbabwe, Zambia, Botswana and Namibia.</td>
</tr>
<tr>
<td>GCT 2.03</td>
<td>The NGO should be registered in accordance with the VAT Act as a Welfare Organisation. It is anticipated that the supply of services by the NGO will be exempt from VAT.</td>
</tr>
<tr>
<td></td>
<td>If input VAT is incurred on the procurement of equipment and consulting services where the costs is to be reimbursed from the Disposition fund the VAT portion will be reimbursed by the NDoH.</td>
</tr>
<tr>
<td>GCT 2.03</td>
<td>The currency of the proposal must be EURO (EUR) and the total available funding is EUR15,500,000 to finance all components of the project.</td>
</tr>
</tbody>
</table>
GCT 3.03 | No price adaption applicable.
---|---
GCT 3.04 | The advance payment is made to cover the initial mobilisation costs and is made upon signature of the contract and upon submission of an invoice. The advance payment should not exceed 15% of the contract sum. If the advance payment exceeds EUR 150,000 an advance bank guarantee is required for the full amount from a reputable bank acceptable to NDoH and KfW. Further payments (installments) will be made in accordance with the expected progress of the services, with not more than one payment made in each quarter against submission of an invoice. After disbursement of 70% of the contract fee any further interim payments will be made only against documents linked to specific project milestones (e.g. progress reports). The final payment will be made after conclusion of the services and their acceptance by the NDoH and KfW. This will be at least 5% of the contracted fee. Payments will be made directly by KfW upon instruction by NDoH. With regard to equipment and consulting services related to the KAP studies payment will be on a reimbursable basis through a trust fund managed by the project coordination consultant. Adherence to KfW and NDOH procurement guidelines is required.
---|---
GCT 3.05 | No Tender Guarantee is required. No Performance Guarantee is required.
GCT 4.01 | Completion Period. The project / study duration from the date of commencement of services is from signature of the contract for 36 months, assuming that the contract is signed by January 2016. It is anticipated that project implementation will end 8 weeks prior to this date in order to give sufficient time to complete Final Reports.
GCT 4.01 | The approval period for documents and reports shall be three (3) weeks.
GCT 4.03 | The services of the service provider will be rendered in the project country, except those services in the country of the home office specified in the work schedule and agreed through signature of the contract.
GCT 4.04 | The PEA will not provide additional services with the exception HIV testing kits and condoms.
GCT 5.02 | The evaluation of post-qualification documents will be made using the following criteria and maximum points:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Evidence of relevant experience gained by the service provider during the past ten years</strong></td>
<td>45</td>
</tr>
<tr>
<td>1.1 Experience in handling similar HCT projects in South Africa Max 5 references.</td>
<td>25</td>
</tr>
<tr>
<td>1.2 Experience with working-conditions in the Provinces in South Africa preferably in the same sector. Max. 5 references</td>
<td>10</td>
</tr>
<tr>
<td>1.3 Financial capacity to manage projects of this size. Turnover per year is expected to be circa EUR 3 million (which will not be scored but will be regarded as a pass fail criteria)</td>
<td>10</td>
</tr>
<tr>
<td>2. <strong>Suitability for this specific project</strong> (experience of the available experts within the NGOs / Firms)</td>
<td>55</td>
</tr>
<tr>
<td>2.1 Assessment of available technical expertise specific to this project (refer to the listed key personnel)</td>
<td>30</td>
</tr>
<tr>
<td>2.2 Assessment of the executive personnel in permanent employment and always available to monitor the team and provide back-up services from the home office.</td>
<td>15</td>
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<tr>
<td>2.3 Form of the application documents: are they complete, concise and related to the project?</td>
<td>10</td>
</tr>
</tbody>
</table>
The evaluation of technical proposals will be made using the following criteria and maximum points:

<table>
<thead>
<tr>
<th>1.</th>
<th>Concept, methodology and work plan</th>
<th>52</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Clarity and completeness of the proposal</td>
<td>5</td>
</tr>
<tr>
<td>1.2</td>
<td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
<td></td>
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<tr>
<td>1.2.1</td>
<td>Concept for HCT</td>
<td>15</td>
</tr>
<tr>
<td>1.2.2</td>
<td>Concept for media campaigns</td>
<td>8</td>
</tr>
<tr>
<td>1.2.3</td>
<td>Concept for interlinking with the public health service (referrals, reporting, statistics, etc)</td>
<td>8</td>
</tr>
<tr>
<td>1.2.4</td>
<td>Concept for integrating local NGOS / FBOs into service provision, including capacity building</td>
<td>8</td>
</tr>
<tr>
<td>1.2.5</td>
<td>Quality assurance concept</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Key professional staff qualifications and competence for the assignment</th>
<th>48</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Management team for the project (central level)</td>
<td>15</td>
</tr>
<tr>
<td>2.2</td>
<td>Provincial managers and supervisors – educational qualifications 40% technical competence and experience 60%</td>
<td>15</td>
</tr>
<tr>
<td>2.3</td>
<td>Short term experts to support quality assurance and other core activities – educational qualifications 40% technical competence and experience 60%</td>
<td>8</td>
</tr>
<tr>
<td>2.4</td>
<td>Personnel concept: staff time allocation, completeness of allocation of tasks, division of tasks on the team</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total (maximum)** 100
Annex A

Terms of Reference (TOR)

South African - German Cooperation in the field of HIV Prevention

HIV and AIDS Prevention I and II
- HCT Component -
Project ID: 2010 65 994 / 2012 65 198

Services Contract to provide
HIV Counselling and Testing services in
Eastern Cape and Mpumalanga Province

1. Introduction

The Government of the Republic of South Africa and the German Government have agreed on cooperating in the field of HIV prevention\(^1\). The German contribution is provided by the Technical Cooperation (GIZ) and the Financial Cooperation (KfW), both components are set up to complement each other. On the South African side the lead is provided by the National Department of Health (NDoH).

The recipient of the funds channelled through KfW is the Republic of South Africa represented by the National Department of Health (NDoH). The funds are used to support the integration of private service providers in HIV prevention efforts, especially non-governmental organisations. The present tender refers to the support of NDoH in its effort to expand HIV Counselling and Testing (HCT) to the hard to reach population.

The contract for HCT services will be issued and monitored by the NDoH and paid directly by KfW upon instruction of the NDoH. In addition, NDoH will co-fund the contract by providing, HIV test kits, condoms and other consumables. In the administration of the KfW funds NDoH is advised by GFA Consulting Group, a German consulting firm. The duration of the contract is expected to be 36 months with an anticipated start date of January 2016.

The programme will support HCT services in the two provinces and particularly but not exclusively in the four districts where German Technical Cooperation is engaged in order to reach maximum complementarity. These are Nkangala District in Mpumalanga province and Sarah Baartman, Chris Hani and OR Tambo districts in Eastern Cape Province. In Eastern Cape Province, Buffalo City Municipality will also be supported as a new KfW financed project will start there in 2015 and complementarity is sought there as well. Therefore the tender targets these five districts.

The tender targets NGOs and service providers experienced in the field of HCT and HIV prevention in South Africa. It is expected that the contracted service provider will subcontract smaller local service providers (NGOs and CBOs) for the implementation of activities who are familiar with working in Mpumalanga and Eastern Cape and will be strengthened technically by the contractor.

\(^1\)http://www.southafrica.diplo.de/Vertretung/suedafrika/en/06__Economy/Development__Cooperation/HIV__AIDS/__HIVAIDS.html
Overall Goal, Objectives and Target Population

The objective of the Programme is improved use of HIV Counselling and Testing (HCT) services offered by non-governmental organisations (NGOs) by vulnerable populations segments in the target provinces as well as a decrease in risk tolerance towards HIV among youth by way of changes in sexual behaviour.

The NDoH and KfW have agreed on a focus on vulnerable and high risk population groups mainly those who for various reasons are not accessing existing HIV testing and prevention programmes.

A particular focus will be on hot spots such as informal settlements and rural areas where prevalence is extremely high. The programme will also target key population groups, such as men who have sex with men (MSM), transgender people, sex workers (SW), injecting drug users (IDU), and migrant populations. Population groups that do not normally access HCT services, especially males will also be targeted. The location and operating times of the HCT services should also be considered to facilitate access by the key population groups.

Ensuring effective linkages to care will need to be considered by the bidders in the HCT process, but also for the TB, STI and MMC context.

In order to measure the outcome of the Project following indicators have been developed:

1. Number of people using HIV and TB counselling and testing services (mobile HCT and home based HCT services) provided by NGOs increases by 10% per year in the target provinces.
2. Percentage of male users of HIV and TB counselling and testing services (HCT – mobile and home based HCT services) is 20% higher than amongst users of state health services.
3. Number of males undergoing medical circumcision increase by at least 5000 in Mpumalanga Province
4. The number of people examined with the new GeneXpert device for diagnosing TB increases by 30% per year in the target provinces.
5. Risk tolerance towards HIV prevention among youths (18 to 24 years) decreases by 15% (KAP studies, baseline and at the end of the project).

If the bidders have the required knowledge on key population groups it would be useful to provide estimates in their proposal of how many people are to be tested in each of the districts and how many clients are anticipated to be effectively linked to care. An explanation of how these groups will be reached is required. The overall intention of the TOR is to give sufficient room for the service provider to be creative in their response in order to generate an innovative approach to HCT service for the target groups.

2. Programme Measures and Expected Outputs

The NGO services should not compete with the HIV prevention services provided by public health facilities but complement them. Therefore, innovative HCT service delivery models are required, aiming to reach high risk population segments which do not yet use the available HCT and MMC services. In addition, students at TVET colleges and universities should be also included in the target group.

Activities will include, but are not limited to establishing, equipping and running of mobile HCT services as well as home based (house to house) HCT services, including the follow up of referrals for HIV positive persons. Intensive counselling, follow-up and effective linkages to care of tested persons will ensure that a maximum number of patients actually access and use the referral services.

For each of the target groups, the proposal shall explain in detail how they are going to be reached with HCT services in the 5 districts, based on the actually available health service infrastructure, population composition and geographic circumstances (distances, access).
In order to make the HCT more attractive, the service provider will offer additional services, addressing NCDs (with the priority on screening of diseases associated with the four main risk factors tobacco, physical inactivity, unhealthy diets, harmful use of alcohol), tuberculosis screening, the syndromic screening of sexually transmitted infections, and the distribution of condoms. STI and TB screening are implemented in accordance with National policies and guidelines.

People with HIV shall be tested for CD4 count, as per the NDoH guidelines. Annex 1 lists more details regarding the required clinical services, and the bidder is requested to make comments on the list and the best approach to conduct the work efficiently. HCT and TB detection remain the primary focus of the programme and the availability of other services should not distract from this objective.

The referral of HIV positive cases and of suspected TB cases for further diagnosis and treatment is of upmost importance for the programme and the service provider will be required to develop a monitoring system that can provide timely and high quality routine data which gives a good oversight of performance, captures referrals rates and can identify clients lost to follow up.

The activities will be socially marketed through IEC and BCC campaigns which the service provider will have to implement linked to the broader issues regarding HIV prevention. The communication interventions need to be developed in detail in the proposal. The principle issues to be addressed are the promotion of HCT and reduction in risky behaviours among youth. Interventions should run continuously throughout the period of the project, selectively addressing the high risk groups.

As an additional element, medical adult male circumcision (MMC) activities will be integrated with the mobile HCT programme in Mpumalanga exclusively. The programme will ensure that all males will be well informed about the advantages and risks of MMC.

Capacity Building activities for local sub-contracted NGOs will be required especially in relation to the development of a cadre of people with HCT certification but also to the development of skills in screening of TB, STIs and NCDs.

The service provider has to develop a progress monitoring system in order to continuously monitor the implementation of the activities, the effectiveness of the linkages to care and be able to react in time in case the activities don’ t yield the desired results. Underpinning this monitoring system will be an information management system that collects the relevant data and analyses and interprets these. This information system should harmonise with the existing DOH information system and feed into this system (DHIS).

3. Programme Implementation

The service provider will implement the programme as per terms of reference, which may be updated as the task requires. The NDoH is responsible for the technical supervision of the programme and will be supported in this function by GFA Consulting Group.

A key to efficiency is the correct selection of HCT sites, and the timely information of the population by community mobilisers in the targeted areas.

The service provider will work closely with the Provincial and District DoH, health facilities and AIDS councils in order to ensure smooth implementation of activities. It is the responsibility of the service provider that effective coordination mechanisms are put in place. A detailed proposal for coordination at provincial, district and sub-district level with the public service, AIDS committees and other actors must be contained in the offer.

The NDOH will organize in conjunction and funded by the service provider quarterly, documented review meetings with representatives from the provinces, districts and NDoH, to discuss progress as well as shortcomings of the project.

The NGO will agree with NDoH on standard operating procedures (SOP) on how the activities conducted by the testing sites will be reported to the health information system.
SOP will also be developed for the referral and follow up of people. The NGO will report monthly on the service statistics.

The service provider in their proposal will be required to demonstrate how quality control will be implemented especially related to the quality control of diagnostic work associated with HIV tests and screening for TB, STI and NCDs. Quality control for the HIV tests should be conducted by a certified external laboratory.

Sub-contracting of smaller, local NGOs and CBOs is an important aspect of the project.

4. **Scope of Services of the Service Provider**

The duties of the service providers will comprise the implementation of a mobile and home based HCT and prevention programme in the defined districts of Eastern Cape and Mpumalanga Provinces, effective linkages to care developed for the referral of clients tested or screened positive to HIV, STIs, TB and NCDs for treatment, and follow up, establishment of close collaboration to health facilities in the target districts, capacity building of subcontractors and participation in coordination meetings among HCT service providers and report on the implementation of project activities.

**Main Tasks**

- Plan, coordinate and conduct counselling, clinical screening and testing services as per annex 1 of the ToR;
- Subcontract local NGOs and CBOs with due experience, networks and community linkages that are familiar with the local population and able to reach high risk and vulnerable groups and youth. Contracting arrangements have to be disclosed on request.
- Conduct a needs assessment at sub-district and district level with the public health authorities to determine suitable testing sites with population estimates and the proportion of high risk and vulnerable population and youth.
- Establish and equip mobile and door to door HCT teams.
- Procure all the required equipment, coordinate equipment lists with NDOH before starting tenders.
- Develop a manual of procedures with a) administrative procedures and b) HCT and medical procedures that will guide all activities. The HCT/medical procedures part shall be approved by NDOH.
- Develop a schedule for testing sites, and coordinate it with health facilities, local administration and relevant institutions/organizations – this will also include agreements on the division of responsibilities between the NGO, health facility and Provincial and District DoHs.
- Mobilise communities to attend HCT services through IEC campaigns in local language, social media, face to face engagement or other innovative methods tailored to the intended audience.
- Develop a work plan for behaviour change communication. In the communication activities local languages shall be used unless it is proven that it is more effective to work in English and the PDoH has approved the change. Submit the communication strategy for NDOH approval before starting the activities.
- Develop effective linkages to care and provide follow up to clients testing positive to ensure that they access treatment services.
- Pilot of GeneXpert for detection of TB and MDR in 5 mobile units.
- Perform a CD4 test to 100% of HIV positive clients. Depending on whether the policy changes in respect to CD4 testing.
- Perform TB and STI screening (by questionnaire /syndromic approach) to 100% of clients attending the HCT and/or a NCD session.
- Offer blood sugar test and blood pressure measure to all clients.
- On a daily basis, inform the nearest public health centre / hospital about the patients sent for referral for treatment. There is the requirement to establish a strong link with the health facilities that will treat the clients with a positive test result and these clients will need to be monitored by the NGO.
- Prepare monthly activity statistics for the health information system.
- Prepare annual work plans for HCT, defining the population needs for HCT services.
- Organise coordination meetings, at national, provincial and district level;
- Design and implement two representative Knowledge, Attitude and Practice (KAP) studies (baseline and end line) among the target groups in the target districts with a particular focus on youth. The study costs and indicated supplier for the baseline will be included within the bidding documents. The end line study should be tendered separately. However, the service provider should already provide an outline with the bid. The study designs and questionnaires shall be coordinated with NDOH.
- Ensure quality management of the teams in the field through closed supervision and external quality control of diagnostic work, in particular external verification of HIV testing.
- Capacity Building of staff on HCT and in screening of TB, STIs and NCDs.
- Provide progress reports as outlined in the TOR and bid documents.
- Manage the logistics and supply for the mobile teams, including ordering of the required quantities of tests, and consumables from NDoH/PDoH in time.
- Distribute at least 10 condoms to each person attending HCT and STI/TB/NCD screening.
- Organize workshops with health facilities staff to ensure an effective collaboration.

5. Quality assurance
The service provider will ensure that the quality of services corresponds to national norms and standards as applied in the public health service and that all staff is fully conversant with those standards. In particular, the service provider will ensure regular supportive supervision of the mobile teams by expert supervisors with sufficient clinical and field work management experience. Supervision reports / checklists must be maintained according to a standard predefined with NDoH. Summarized supervision reports will be prepared and be available for review by NDoH/PDoH.

6. Equipment
Equipment will be procured by the bidder through a separate procurement process and in compliance with KfW procurement rules (see: https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Vergabe-E.pdf). The bidder is expected to maintain the equipment according to manufactures instructions and requirements. All equipment procured remains the property of NDoH and, will be handed over at the end of the contract. It is anticipated that procurement of the following equipment will be required:
- Blood pressure equipment.
- Glucometer + tests
- CD4 –machine and consumables
- GeneXpert Machine and consumables.
- Vehicles, mobile units, generators, cool boxes etc.
• Office equipment.
The list may not be complete; bidder's comments and equipment list will be required in the proposal.
NDoH will provide rapid HIV tests and condoms.
The equipment budget will form part of the project cost to be covered by the available project funds.

7. Monitoring & Evaluation
In order to monitor outcome of the Programme, baseline data shall be established and their development tracked during the duration of the Project as per indicators listed in chapter 2. This includes also the collection and analysis of secondary data.
A representative base line and an end line KAP study among youth age 18-24 will be organized by the service provider by contracting a firm / institution with demonstrated expertise in implementing behavioural studies. It is expected that the bidder already presents a firm / institution to be subcontracted to conduct the baseline for a fixed price to be shown in the financial proposal. The study design including sample size is to be included in the proposal. The budget items shall be shown as an annex to the financial proposal.
The proposed firm / institution should have completed at least 3 similar high quality studies in the past 5 years. The study reports have to be provided as evidence with the technical proposal. In addition, a reference list (past 5 years) needs to be provided with contacts of the clients, the CV of the principle investigator (on full time employment) and a brochure of the firm/institution. NDoH is not bound to accept the proposed research service provider.
The research Consultant/Firm for the endline KAP study will have to be procured through a competitive tender following KfW Guidelines for Consulting Services (https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf).
Estimated costs for the consultant/firm are required to be included in the financial proposal together with procurement cost.
The studies should take place in all 5 districts.
Additional research needs may be identified during the projects duration.

9. Required Staff
The staff should have the following minimum experience and academic qualifications:
National coordinator: Minimum of bachelor in health or social sciences. Master degree is an advantage. Minimum 7 years project management experience with similar projects of which, at least 2 years in the area of HIV and 2 years in the provision of community services; well proven report writing and coordination skills. Previous experience in managing similar sized projects with experience of meeting tight deadlines, project coordination, budget planning and control together with management and recruitment of large teams of personnel is a requirement for this position.
Administrator: Advanced Diploma level, at least 3 year of procurement experience.
Province/district manager in each province: degree in health or social sciences, minimum 5 years project management experience with similar projects, extensive field experience, well proven data management and analysis skills and coordination skills.
Supervisor of mobile teams: Professional Nurse registered with the RSA Nursing Council with at least 7 years clinical experience at supervisory level of which at least 3 years in relation with HIV, proficiency with NDoH guidelines and norms in the area of HCT.
Mobile team leader: Professional Nurse registered with the SA Nursing Council, at least 3 years professional experience after graduation, and field experience. The Mobile Team Leader will supervise the work of the lay counsellors and it is anticipated that there will be 1 Mobile Team Leader for 4 -5 lay counsellors.
**BCC Expert:** Minimum of bachelors level although masters level is an advantage, minimum 5 years health communication experience with similar projects developing material for the local and community level, knowledge of health communication theory and practices with project management experience of implementing campaigns.

**Lay counsellor:** Certified according to the Certificate of Competency, HIV Rapid Test Training in accordance with the Government Gazette No. 33188. Note that the driver of the mobile team could also be a counsellor.

**Community Mobiliser:** Good knowledge about HIV prevention together with good interpersonal experience will be the main priority, typically someone who has prior experience in home based care and/or an experience village health worker.

The following CVs have to be presented in the proposal and will be evaluated:

- National coordinator
- Administrator
- Province/district manager
- Supervisor of mobile teams.
- BCC expert(s) and other short term experts (e.g. quality assurance, laboratory, maintenance) as need may be.

### 10. Required Organizational Set up

In the central office the service provider shall have sufficient capacity to organize the requirement support services, logistics and procurement (for example for equipment, vehicles, media services, printing, etc.) as per NDoH and KfW regulations;

The project coordinator must be available to answer NDoH and GFA questions and organize the quarterly progress review meetings;

The service provider must have demonstrated capacity to train in short time a large number of people to defined standards as required in this contract;

The service provider shall operate offices in both provinces to manage the mobile teams and organize the logistics.

Mobile units shall be composed for maximum cost effectiveness. As a guide the team should have one registered nurse plus 4-5 lay counsellors (one of which would also be the team’s driver). On the testing site, 4-5 local communicators will be recruited on a daily basis to pass the message from door to door and in community meetings and attract the population to make use of the service offered.

In the offer, the service provider may deviate from this design if good reasons are provided and if an alternative service model is more efficient.

The financial management of the contract has to be clearly defined with specific responsibilities fully separate from the other activities of the organisation. The need of an appropriate accounting software is advisable.

### 11. Duration of the Assignment

The total duration of the services is 36 months. The services shall start at a date soonest after appointment and mutually agreed upon between the NGO, NDOH and KfW.

### 12. Budget and Disbursement Procedure

The available budget is Euro 15,500,000 covers Equipment and the Service Provider costs. The Service provider costs include the Service Costs of the Principle Service Provider, BCC campaigns including IEC material; Capacity Building of Sub-Contracted Service Providers; implementation of two KAP studies (baseline and end line) and; Coordination of Stakeholders.
For equipment the bidders will be expected to define and list the equipment including prices required to implement the project. Equipment can include vehicles, mobile HCT testing facilities, and laboratory and office equipment.

Equipment costs will not form part of the financial evaluation.

The bidder is expected to indicate the anticipated number of HCT tests that can be performed over the 36 month lifetime of the project. The emphasis of the project will be on the vulnerable and high risk population groups and the bidder will be required to indicate how they intend to reach these groups and the estimated number of tests that can be performed for the budget of Euro 15.5m.

The contract for HCT services will be issued and monitored by the NDoH and paid directly by KfW upon instruction of the NDoH. Cost for procurement of goods and other services as well as the base line and end line studies will be covered out of a separate Disposition Fund managed by GFA on behalf of NDoH.

VAT will not be covered by Project funds and has to be recovered from SARS.

13. Reporting
The NGO will be required to report to NDoH with copy to GFA consulting office.

1. Inception report. 6 weeks after signing the contract.
2. Monthly service statistics to NDoH.
3. Quarterly reports covering the following key aspects:
   - Executive Summary
   - Sectoral Development – if applicable
   - Project Progress including Monitoring & Evaluation
   - Adherence to Planning and Time Schedule
   - Cost and Flow of Funds
   - Problems and Risks
   - Recommendations

3. The Final Report, due not later than 8 weeks after the end of activities will contain the following:
   - Objectives of the project
   - Project activities and results
   - Contributions of other partners and coordination with other partners
   - Short description of procurement
   - Major difficulties encountered during project implementation and mitigating measures
   - Total cost and financing of the project
   - Comparison to the original planning and reasons for deviations
   - Project effects, risks and implementations for development
   - Project evaluation in terms of sustainability
   - Achievements of the project and comparison with original planning
   - All relevant monitoring and evaluation data collected and analysed during the implementation of the project.
   - Lessons learned.

14. Evaluation of the Proposals
There are three stages in the evaluation of proposals and whilst there is a comprehensive explanation included in the bidding documents a summary is provided here:
• **Post-Qualification.** On the tender submission date only the post qualification documents will be opened with a minimum score required of 70 points to move onto the next stage.

• **Technical Proposal.** Marks are awarded out of 100 for the evaluation of the technical proposal against the criteria as established in the bidding documents. In order to move to the final stage bidders must be awarded at least 75 points.

• **Financial Proposal.** The final stage is the opening of the financial proposal.
Annex 1: List of services to be provided to HCT clients

Clients are offered the available services free of charge, the objective being to attract the population to voluntary HIV counselling and testing; however, clients may also use the other services without going for HIV testing.

The list of services required and their respective approach to service delivery are included in the following: Mobile and door to door services, in relation to:

- HCT applying rapid tests.
- Integration of students at TVET colleges and universities into the target group / mobiles also to visit campuses
- CD 4 cell counts for all HIV positive persons will be required. It is recommended that if the NGO is not equipped with these machines that the option to lease the equipment should be explored. NDoH is awaiting the new WHO guidelines (anticipated to be released in December 2015) concerning testing for viral load instead of CD4. For the equipment budget the cost of both the options of purchase and lease should be explored. Any consumables or testing kits for CD4 Machines required at the point of care will need to be procured by the service provider.
- Sexual Transmitted Infection screening with referral to treatment when required.
- TB Screening with referral to diagnostic services and treatment when required.
- Pilot of GenExpert in a limited/small number of mobile units
- NCD with the priority for screening based on the four main risk factors i.e Tobacco, physical inactivity, unhealthy diets, and harmful use of alcohol for example blood sugar and blood pressure tests.
- Promote MMC and inform the clients of the advantages, risks of the intervention and offer MMC for adult men in Mpumalanga.
- Refer clients testing positive to health facilities for treatment. Strong linkages to care will be required and the proposal will need to explain how clients in need of treatment for HIV, TB and STIs high blood sugar and high blood pressure will be referred and followed up.
- Develop innovative approach to follow up clients with a positive test result to ensure enrolment to treatment and follow up.
Annex 2: List of, inter alia Applicable Strategic Plans and National Guidelines

Strategic Plans

- National Strategic Plan on HIV, STI and TB 2012-2016
- SA-DoH-Strategic-Plan-2014-to-2019
- Strategic Plan for the Prevention and Control of Non-Communicable Diseases 2013-17. NDoH

Standards in accordance with the following National Guidelines

- National Tuberculosis Management Guidelines 2014. NDoH.
- National Strategic Plan for HIV Prevention, Care and Treatment for Sex Workers. SANAC 2013.
- The South African Antiretroviral Treatment Guidelines, 2013.
- HIV Counselling and Testing (HCT) Policy Guidelines. NDoH.
- National Core Standards for Health Establishments in South Africa. Towards Quality Care for Patients. NDoH 2011.
- Guidelines for Tuberculosis Preventive Therapy among HIV Infected Individuals in South Africa. May 2010. NDoH
Annex B

Model for list of available personnel structure (for Post-qualification)

KEY STAFF

Please complete a table using the format below to summarize the relevant experience of the proposed key staff of the Prime service provider and sub-contracted NGO. The brief description of relevant projects carried out by the key staff shall comprise the title, the project executing agency, the financing agency, the year of implementation, the period of intervention, the position occupied by the expert and a short description of tasks (max. 3 sentences). The number of projects to be provided must not exceed 5 for each expert. Any surplus of information not specific to the material requested or the non-respect of the form provided below will be penalized.

<table>
<thead>
<tr>
<th>Proposed Position</th>
<th>Name</th>
<th>Education</th>
<th>Years of Experience</th>
<th>Years working as permanent staff</th>
<th>Regional Experience (South Africa)</th>
<th>Relevant Projects</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Annex C

Model for presentation of references (EU Format) (for Post-qualification)

EXPERIENCE

Please complete a table using the format below to summarize the major relevant projects related to this project carried out in the course of the past 10 years by the legal entity or entities making this application.

<table>
<thead>
<tr>
<th>Ref (maximum 15)</th>
<th>Project title</th>
<th>...</th>
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<tr>
<td>Name of legal entity</td>
<td>Country</td>
<td>Overall project value (EUR)</td>
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<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Description of project</td>
<td>Type of services provided</td>
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</tr>
<tr>
<td>...</td>
<td>...</td>
<td></td>
</tr>
</tbody>
</table>
### Annex D

**Presentation of Curricula Vitae (max. 3 pages)**

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below:

1. Family name:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Date: from (month/year) to (month/year)</th>
<th>Degree(s) or Diploma(s) obtained</th>
</tr>
</thead>
</table>

7. Language skills, mark 1 (worst) to 5 (best) for competence:

<table>
<thead>
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<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the project):
13. Specific country experience:

<table>
<thead>
<tr>
<th>Country</th>
<th>Date: from (month/year) to (month/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

14. Professional experience record (**relevant projects only**):

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<th>Date: from - to (month/year)</th>
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<tr>
<td>Location</td>
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<tr>
<td>Company</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Description</td>
</tr>
</tbody>
</table>

add more projects

...  

15. Others (e.g. publications):
Annex E

Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines².

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of Tanzania.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Tanzania.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
(Place) (Date) (Name of company)

........................................................................................................................................
........................................................................................................................................
(Signature(s))

² See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for the Award of Contracts for Supplies and Services in German Financial Cooperation"
**Annex F**

*Model for Financial Proposal – Cost Break-down*

<table>
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<th>Nbr</th>
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<th>REMARK</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT RATE EUR</th>
<th>COSTS EUR</th>
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<tbody>
<tr>
<td>1</td>
<td>Service Costs of the Principle Service Providers</td>
<td>Note</td>
<td>Person month</td>
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<td>EUR</td>
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<tr>
<td>1.1</td>
<td>Management / Administrative</td>
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<td>Person month</td>
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<td>EUR</td>
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<tr>
<td>1.2</td>
<td>Short term experts / specialists</td>
<td></td>
<td>Person month</td>
<td></td>
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<td>EUR</td>
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<tr>
<td>1.3</td>
<td>Supervisor of Mobile Teams</td>
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<td>Person month</td>
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<td>EUR</td>
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<tr>
<td>1.4</td>
<td>Mobile Team Leaders (nurses)</td>
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<td>Person month</td>
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<td>EUR</td>
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<tr>
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<td>Lay Counsellors</td>
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<td>Person month</td>
<td></td>
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<td>EUR</td>
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<tr>
<td>1.6</td>
<td>Community Mobilisers</td>
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<td>Person month</td>
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<td>1.7</td>
<td>Other – specify</td>
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<td>EUR</td>
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<tr>
<td>1.8</td>
<td>Travel Costs</td>
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<td>Person month</td>
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<td>Person month</td>
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<td>EUR</td>
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<td>1.8.3</td>
<td>Daily Allowances</td>
<td>Person</td>
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<td>Fuel</td>
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<td>Office Rent</td>
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<td>Office Rent headquarters</td>
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<td>Per month</td>
<td></td>
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<td>EUR</td>
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<tr>
<td>1.10.2</td>
<td>Office Rent Eastern Cape Province</td>
<td></td>
<td>Per month</td>
<td></td>
<td></td>
<td>EUR</td>
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<tr>
<td>1.10.3</td>
<td>Office Rent Mpumalanga Province</td>
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<td>Per month</td>
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<tr>
<td>1.11</td>
<td>Office operation</td>
<td></td>
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<td>EUR</td>
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<tr>
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<td>Headquarter</td>
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<td>Per month</td>
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<td>EUR</td>
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<td>1.11.2</td>
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## Annexes

### COST ESTIMATE

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<td>1.13</td>
<td>Other Operational costs of sub-contracted NGOs</td>
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<td>Per month</td>
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**TOTAL 1: Service Costs of the Principle Service Providers**

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<td>Mass Media</td>
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<td>BCC Interventions</td>
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<td>Website</td>
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**TOTAL 2: IEC**

Provide detailed budget and explanations on a separate sheet

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<th>3</th>
<th>Capacity Building of Sub Contracted NGOs</th>
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<tbody>
<tr>
<td>3.1</td>
<td>Workforce development, training and &amp; mentoring</td>
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<td>Capacity building</td>
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**TOTAL 3: Capacity Building of Sub Contracted NGOs**

Provide detailed budget and explanations on a separate sheet

<table>
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<tr>
<th>4</th>
<th>KAP Studies and research</th>
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<td>4.3</td>
<td>External verification of the reliability of HIV testing</td>
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<td>4.4</td>
<td>Other research - to specify</td>
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### COST ESTIMATE

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<th>UNIT RATE EUR</th>
<th>COSTS EUR</th>
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<tr>
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<td><strong>TOTAL 4: KAP Studies and research</strong></td>
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<td>5</td>
<td>Coordination of Stakeholders</td>
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<tr>
<td>5.1</td>
<td>Coordination of meetings</td>
<td>Per meeting</td>
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<tr>
<td>5.2</td>
<td>Other - to specify</td>
<td></td>
<td></td>
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<tr>
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<td><strong>TOTAL 5: Coordination of Stakeholders</strong></td>
<td>Provide detailed budget estimate on a separate sheet</td>
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<tr>
<td>6</td>
<td><strong>PROCUREMENT OF EQUIPMENT - Reimbursable Costs</strong></td>
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</tr>
<tr>
<td>6.1</td>
<td>Equipment for office</td>
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<td>Unit</td>
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<tr>
<td>6.2</td>
<td>Vehicles</td>
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<td>Unit</td>
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<tr>
<td>6.3</td>
<td>Furniture – mobile facilities</td>
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<td>6.4</td>
<td>Lab Equipment</td>
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<td>6.5</td>
<td>CD4 Equipment – device and consumables</td>
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<tr>
<td>6.6</td>
<td>GeneXpert – device and Consumables</td>
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<tr>
<td></td>
<td><strong>TOTAL 6: PROCUREMENT OF EQUIPMENT</strong></td>
<td>Provide detailed budget estimates on a separate sheet</td>
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<td></td>
</tr>
</tbody>
</table>

Sub Total Reimbursable Cost

Sub Total Non-Reimbursable Cost

Grand Total

The bidder is requested to respect the above list of budget items. If additional budget positions are required in the financial proposal, clarification should be sought (Conditions of tender 2.03). General overheads (for example for equipment procurement) are not acceptable but would need to be expressed in person months of administrators’ time.
Annex G
Specimen consulting contract

CONTRACT

for Consulting Services
dated

[●]  

between

National Department of Health, Republic of South Africa
– hereinafter referred to as the “Employer” –

and

[●]  

– hereinafter referred to as the “Consultant” –

PROJECT:
Services Contract to provide
HIV Counselling and Testing services in
Eastern Cape and Mpumalanga Provinces
## CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
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</thead>
<tbody>
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<td>Preamble</td>
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<td>List of Annexes</td>
<td>34</td>
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</table>
Paragraph 1  General Provisions

1.1 DEFINITIONS

The words and expressions used in this Contract shall have the following meanings assigned to them, unless the context requires otherwise.

The “Agreed Remuneration” means the fee to which the Consultant is entitled as described in Paragraph 5 [Remuneration], which shall be payable in accordance with this Contract.

The “Commission” means the performance of the Services pursuant to this Contract.

The “Completion Period” means the period designated for completion of the Services in the Special Conditions.

The “Consultant” shall be the professional undertaking or the professional individual named in the Contract who is appointed by the Employer to perform the Services. This shall include the Consultant’s legal successors as approved by the Employer and subject to prior written consent from KfW.

The “Contract”, except where otherwise stated in the Special Conditions, means the conditions of this Contract for consulting services (General Conditions and Special Conditions) together with the following constituent parts of the Contract:

Annex 1 [Minutes of Negotiations pursuant to the Special Conditions]  
Annex 2 [Terms of Reference plus Tender Documents]  
Annex 3 [KfW Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries], insofar as these Guidelines do not conflict with the Conditions of this Consulting Contract  
Annex 4 [Staffing Schedule]  
Annex 5 [Equipment and Furnishings to be provided by the

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

4 In the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

5 In the version valid on the date the invitation to tender was published.
Employer and Third-party Services Commissioned by the Employer

Annex 6 [Time Schedule for the Performance of the Services]

Annex 7 [Statement of Costs]

Annex 8 [The Consultant’s Bid – though without the Consultant’s terms and conditions of delivery, contract and payment]

(N.B.: If by way of exception the procurement guidelines are not made an integral component of the Contract, Item 1.1.19 should be supplemented to include the Declaration of Undertaking, as well as the Model Advance Payment Guarantee and the Model Retention Guarantee.)

The “country” means the country or region to which the Project (or the majority thereof) relates.

The “date on which execution shall be commenced” means the day specified in the Special Conditions.

A “day” means one calendar day.

“Financing Agreement” means the [loan agreement / financing agreement] entered into between KfW and [the Employer] in order to finance [amongst other things] the services hereunder.

“Force Majeure” means any event whereby one party to the Contract has been prevented from performing the Services due to an unavoidable event such as a natural disaster, hostage-taking, war, revolution, terrorism or sabotage, which, with even the best human judgement and experience and utmost care, could not have been reasonably foreseen in the circumstances, prevented or rendered harmless by economically reasonable means unless such event must be accepted by the relevant party due to its regular occurrence, including, except where otherwise stated in the Special Conditions, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. If an event occurs as a result of the actions of or risks assumed by a party to the Contract, that event shall not constitute Force Majeure.

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

The Consultant’s “Foreign Staff” means all those staff who do not possess the citizenship of the country.
The “Local Currency” means the currency of the country.

A “notice” means a notification communicated to one party by the other party.

A “party”/the “parties” means the Employer and the Consultant.

“Order Value” shall have the meaning given to it in A.d. 5.1.1 of the Special Conditions.

The “Project” means the project specified in the Special Conditions for which the Services are to be performed.

The “Services” means the contractual services described in Annex 1 [Minutes of Negotiations], Annex 2 [Terms of Reference plus Tender Documents], Annex 8 [The Consultant’s Bid] and Paragraph 3.1 [Scope of Services], as well as the standard and special services defined in Paragraph 3.2 [Standard and Special Services].

A “third party” means any other natural and legal person, according to the context.

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

A “year” means 365 days.

1.2 INTERPRETATION

1.2.1 Headings in this Contract shall have no bearing on the interpretation of these Conditions.
1.2.2 Words in the singular, insofar as the context allows, shall also include the plural and vice versa.

1.2.3 Reference to either sex shall include both sexes.

1.2.4 Provisions containing the words “agree”, “agreed” or “agreement” (and all derived grammatical forms thereof) shall require written agreement and signature by both parties.

1.3 RANKING AND ORDER OF THE INTEGRAL PARTS OF THE CONTRACT

1.3.1 For the implementation of this Contract, the parts of the Contract listed below shall take precedence in the order shown below and the Annexes shall take precedence in the order in which they are numbered:

(a) The agreements of the Contract (General and Special Conditions), without the Annexes.

(b) The Annexes of the Contract in the order in which they are numbered.

These General Conditions and the Annexes shall remain – except where otherwise stipulated in the parts of the Contract in question – immutable.

1.4 COMMUNICATION

1.4.1 Except where otherwise stipulated, notices, instructions and messages must be communicated between the parties in writing and in the language specified in the Special Conditions, and any such notice, instruction or message may not be unreasonably refused or delayed.

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N.B.: This shall not include any purely electronic agreements.
1.5
NOTICES

1.5.1 Except where otherwise stipulated in the Special Conditions, the notices to be served pursuant to this Contract shall take effect upon receipt at the addresses specified in the Special Conditions. The notice may be served in person, by a courier service, by fax (with written confirmation of receipt), by registered letter or by email (only if this is sent in an encrypted and certified form (e.g. S/MIME certificate)).

1.6
LAW AND LANGUAGE

1.6.1 The Special Conditions shall contain the language or languages of the Contract, the prevailing contractual language and the law governing this Contract.

1.7
ENTRY INTO FORCE OF THE CONTRACT

1.7.1 This Contract enters into force upon execution by both parties, subject to notification from KfW to the Employer that all conditions precedent to disbursement under the Financing Agreement have been satisfied in a form and substance satisfactory to KfW.

1.8
MEASUREMENTS AND STANDARDS

1.8.1 Drawings, plans and calculations shall be based on the metric system and German DIN\(^7\) or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC are the standards to be applied to the Services performed under the Contract.

1.9
ASSIGNMENT AND SUBCONTRACTING

1.9.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the prior consent of KfW. The Employer’s consent shall not be required for the assignment of any amounts due or which shall become due under this Contract.

1.9.2 The Consultant may conclude, terminate or cancel sub-contracts for the performance of a part of the Services that are the subject of this Contract.

\(^7\) ISO = International Organization for Standardization, EN = European Norm, DIN = Deutsches Institut für Normung, IEC = International Electrotechnical Commission.
only upon prior written approval by the Employer, which shall not be provided without the prior consent of KfW. In cases where the Services are sub-contracted, the Consultant’s obligations to fulfil the Contract shall remain unaffected.

1.10
RIGHTS TO THE RESULTS OF WORK, COPYRIGHT

1.10.1 Except where otherwise stated in the Special Conditions of this Contract, the Consultant shall transfer to the Employer all transferrable rights to the Services performed under this Contract on the date any such rights arise, and in any event at the latest, on the date they are acquired. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

1.10.2 If the Consultant employs third parties (e.g. employees) to perform the Services, it shall ensure that these parties allow him to transfer and/or grant the rights in full. The Consultant shall ensure that third parties waive the exercise of any relevant rights.

1.10.3 The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

1.11
OWNERSHIP OF DOCUMENTS AND EQUIPMENT

1.11.1 All studies, reports and pertinent data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant in the performance of the Commission, as well as software (including the respective source codes) produced or adapted for consideration as

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8 E.g. copyright under German law.
part of the Commission, shall become the property of the Employer. The Consultant shall not be entitled to exercise a right of retention with respect to these materials.

1.11.2 Equipment, including vehicles purchased for the performance of the Consultant’s Services and paid for fully by the Employer, shall be handed over to the Employer after completion of the Services. The Consultant shall handle with due care and maintain any such equipment.

1.12 CONFIDENTIALITY AND PUBLICATION

1.12.1 The Consultant shall, and shall ensure that its employees, keep confidential all documents passed on to it by the Employer and KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, even if such documents have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective after termination of the Contract. It shall not apply to disclosure to a court or to a public authority, insofar as this disclosure is made on the basis of legal obligations or by order of a court or a public authority. It shall also not apply to those materials, information and knowledge acquired for which and insofar as the Employer or KfW has given written consent for publication.

1.12.2 The obligation of confidentiality set out in Clause 1.12.1 shall not apply to information which:

(a) was demonstrably already known to the recipient when the Contract was concluded, or thereafter was made known by a third party, without this having constituted any violation of a confidentiality agreement, legal regulations or official orders; or

(b) is publicly known upon conclusion of the Contract or is made publicly known thereafter, insofar as this is not based on a violation of this Contract.

1.13 CONDUCT

1.13.1 During the term of this Contract, the Consultant and its Foreign Staff shall not interfere with the
political or religious affairs of the country.

1.14 CORRUPTION AND FRAUD

1.14.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.14.2 The Consultant shall not offer or grant either directly or indirectly any improper advantages to public officials (as defined below) or other individuals in connection with its bid in the tendering process. In addition, it shall not offer or grant any such incentives or conditions when implementing the Contract. The Consultant shall be obliged to notify the Employer in detail immediately in writing if the Consultant is prompted by a public official or any other persons to make illegal payments.

1.14.3 The Consultant will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking and to obey the laws of the country.

1.14.4 A public official shall be:

(a) any official or employee of a public authority or an enterprise under the ownership and control of a government;

(b) any person who performs a public function;

(c) any official or staff member of a public international organisation, such as the World Bank;

(d) any candidate for a political office, or

(e) any political party or official of a political party.

1.15 REIMBURSEMENTS

1.15.1 All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Employer. If such payments are made in Local Currency, they shall be
made to a special account of the Employer specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW’s consent, be used again, principally for further implementation of the Project.

1.16
PARTIAL INVALIDITY

1.16.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

Paragraph 2  The Employer

2.1
INFORMATION

2.1.1 During the term of this Contract, the Employer, within a reasonable period of time, shall, free of charge, place at the disposal of the Consultant, all data, documentation and information concerning the Services covered by the Commission that are available to it. This shall also include all Commission and Project related provisions of the separate agreements relating to any loan made in respect of the Project, the Project documents entered into between the Employer and KfW and consents of KfW as required by this Contract.

2.2
DECISIONS/ COOPERATION

2.2.1 Subject to the Consultant having provided the Employer with all the necessary information including, but not limited to, drawings, studies and replacement staff, the Employer shall make its decisions pursuant to this Contract as soon as possible after the Consultant requests such duty to be performed in writing and, in any event, no later than the end of the expiry period specified in the Special Conditions.

2.3
SUPPORT

2.3.1 The Employer will support, as far as reasonably possible, the Consultant in discharging its obligations pursuant to this Contract. The Employer
shall make available to the Consultant in good time and in full all the services necessary for the performance of its tasks as detailed in Annex 2 [Terms of Reference plus Tender Documents].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant’s staff and where applicable relatives of the Consultant in:

(a) obtaining in good time any documents necessary for entering, residing in, working in and leaving the country (visa, work permit etc.);

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

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

(d) securing return transport in cases of emergency;

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

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

(g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant.

2.4 TAXES

2.4.1 Subject to the following provisions, the Employer shall ensure that the Consultant and its Foreign Staff are exempted from all taxes, duties, levies and other charges that are legally prescribed in the Employer’s country, in connection with:

(a) payments to the Consultant or to its Foreign Staff in connection with the performance of the Services;
services performed by the Consultant or its staff in connection with the fulfilment of their tasks;

equipment, materials, and supplies necessary for the performance of the Services, including motor vehicles and personal belongings of the Foreign Staff that are brought into the country of the Employer and shipped out after completion of the Services or that have been destroyed in the course of the performance of the Services.

2.4.2 If it is impossible to meet the obligations arising from Paragraph 2.4.1 (Taxes) due to contrary legal provisions, the Employer shall, provided it is legally permissible and except where otherwise stipulated in the Special Conditions of this Contract, upon submission of proof of the payments made, reimburse the Consultant all the amounts paid without delay.

2.5 EQUIPMENT AND OFFICES

2.5.1 For the purposes of performing the Services, the Employer shall make available to the Consultant, free of charge, technical and other equipment and offices to the extent described in Annex 5 [Equipment and Furnishings to be provided by the Employer and Third-party Services commissioned by the Employer].

2.6 CONTACT PERSONS OF THE EMPLOYER

2.6.1 The Employer shall appoint two natural persons to act as the Employer’s contact person and deputy to the Consultant under this Contract, and the Employer further undertakes always to appoint another contact person without delay should either of the two individuals appointed no longer be available.

2.7 THIRD-PARTY SERVICES

2.7.1 The Employer is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Annex 5 [Equipment and Furnishings to be provided by the Employer and Third-party Services commissioned by the Employer].

2.8 PAYMENT FOR SERVICES

2.8.1 The Consultant shall receive from the Employer
Paragraph 3  The Consultant

3.1  SCOPE OF SERVICES

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

3.1.2  The Services to be performed by the Consultant encompass all the part services described and explained in this Contract and its Annexes, in particular in Annex 1 [Minutes of Negotiations] Annex 2 [Terms of Reference plus Tender Documents] and Annex 8 [The Consultant’s bid]. Furthermore, the Consultant must deliver all the standard and special services as defined in Paragraph 3.2.1. [Standard and Special Services].

3.1.3  The Consultant shall work together with third parties commissioned by the Employer pursuant to Paragraph 2.7 [Third-party services]. The Employer is not responsible for these third parties or their performance. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible.

3.2  STANDARD AND SPECIAL SERVICES

3.2.1  In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations (“standard services”). The standard services shall be fully compensated through the Agreed Remuneration.

3.2.2  “Special Services” are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because the Employer has suspended the Services pursuant to Paragraph 4.5 [Force majeure], or because the Employer, with the prior consent of KfW, requires services remuneration for the Services performed under this Contract in accordance with Article 5 [Remuneration].
that were not included in the invitation to tender but are necessary.

3.3 DUE DILIGENCE

3.3.1 Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant’s jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognised quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer, bearing in mind the requirements arising from Paragraph 5.7 [Auditing].

3.4 REPORTING

3.4.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions. Except where otherwise stipulated in the Special Conditions, in case of longer assignments such as construction management, training or operational support, the Consultant shall draw up quarterly reports, and following the conclusion of the Services draw up a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual values for the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any problems and identification of possible solutions.

3.4.2 The Consultant shall inform the Employer promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring KfW’s approval.

3.4.3 Furthermore, the Consultant shall, upon request, supply the Employer with information in connection with the Services.
3.5 STAFFING

3.5.1 The Consultant shall employ the staff specified in Annex 4 [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.

3.5.2 The Employer may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements or violates Paragraph 1.13 [Conduct]. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

3.5.3 If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

3.5.4 If any one of the Consultant's staff falls ill for more than one month and this jeopardises the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

3.5.5 Staff shall only be replaced after prior approval by the Employer, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of KfW.

3.5.6 If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at the Employer's request. In this case, the Employer shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements or has violated Paragraph 1.13 [Conduct].

3.6 CONTACT PERSON OF THE CONSULTANT

3.6.1 The Consultant shall appoint for the exercise of all rights and obligations arising from this Contract a natural person as its contact person for the Employer under this Contract.

3.6.2 The Consultant shall specify and provide respec-
3.7 INDEPENDENCE OF THE CONSULTANT

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

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

4.1 COMMENCEMENT AND COMPLETION

4.1.1 The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has come into force. The Consultant shall deliver the Services in accordance with the time schedule in Annex 6 [Time Schedule for the Performance of the Services], and shall complete the Services within the Completion Period, subject to any further extensions to this Contract.

4.1.2 In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW’s prior consent.

4.1.3 Any change to the time schedule in Annex 6 [Time Schedule for the Performance of the Services] due to a reasonable request by either party shall be mutually agreed upon in writing.
4.2 PENALITIES FOR DELAY

4.2.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period, for reasons he must warrant, the Employer shall, unless the Special Conditions include a derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

4.3 AMENDED SERVICES

4.3.1 Subject to the prior consent of KfW, the Employer shall be entitled to require an amendment of the Contract (amended or additional services or amended deadlines/periods for execution – “amended services”).
4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the parties. The Consultant shall submit proposals for performance of and remuneration for the amended services.

4.3.3 The Consultant shall execute the amended services if the Employer agrees, in writing, to the remuneration proposal. If the parties do not agree on the remuneration proposal within three months of the Consultant commencing delivery of the Services, the entitlement to remuneration shall be treated as a dispute under Article 8 [Disputes and Arbitration Procedure].

4.4 IMPEDIMENT

4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer's contractual partners ("impediment") such that the impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.

4.4.2 If an impediment falls within the sphere of risk of the Employer or if the impediment is caused by the Employer through intent or gross negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of the impediment, subject to these costs being evidenced.

4.5 FORCE MAJEURE

4.5.1 In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

4.5.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event lasts for
longer than 180 days, both parties to this Contract shall be entitled to terminate the Contract.

4.5.3 In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

4.6 SUSPENSION OR TERMINATION

4.6.1 The Employer may, with the prior consent of KfW, fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimised. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to the Employer. If the suspension lasts longer than 180 days the Consultant may terminate the Contract. In case of termination Paragraph 4.5.3 [Force majeure] shall apply mutatis mutandis.

4.6.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Contract by written notice.

4.6.3 The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 60 days after the receipt of the corresponding invoice, as long as the Consultant has given the Employer a written reminder within a period of 30 days after the initial 60 day deadline has passed and the Employer does not pay the due amounts within a further period of 30 days after this notice.

4.6.4 If the termination of the Contract is not due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration. The Consultant must, however, mitigate its loss and deduct any proceeds of
such mitigation, which shall include (i) any remuneration paid to the Consultant working on other projects during the time the Consultant was scheduled to work on the Project (ii) any remuneration that the Consultant would have earned working on other projects during the time the Consultant was scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant’s wilful actions or omissions.

4.6.5 If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damages caused by the default.

4.7 CORRUPTION AND FRAUD

4.7.1 If it is proven that the Consultant has breached Paragraph 1.14 [Corruption and fraud], the Employer may, notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system, terminate this Contract in writing. The Employer may also terminate this Contract in writing if the Declaration of Undertaking submitted by the Consultant in conjunction with its bid is untrue.

4.8 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

4.8.1 Termination of the Contract shall not prejudice or affect the rights, claims or obligations of the parties until the date on which the cancellation takes effect.

Paragraph 5 Remuneration

5.1 REMUNERATION OF THE CONSULTANT

5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 7 [Statement of Costs] contains a detailed list of conditions.
5.2 TERMS OF PAYMENT

5.2.1 Except where otherwise agreed in the Special Conditions, the Employer shall pay the Consultant’s remuneration as follows:

(a) **Advance payment**, due within 30 days of execution of this Contract upon presentation of an invoice.

(b) The **instalments** shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first instalment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant. This right shall also apply to payments which are not based on output-related evidence of performance. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.6 [*Objections to Invoices*].

(c) The **final payment** shall be made after the Services have been performed in full and confirmation had been provided by the Employer and KfW to that Consultant.

5.2.2 Only in cases of agency contracts: the Consultant’s invoices shall be addressed to the Employer “c/o KfW”. KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original final invoice is to be addressed to the Employer, and KfW will receive a copy.

5.2.3 Any guarantees shall be in the form set out in Annexes 10 and 11 and shall always be provided as bank guarantees made out to the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.
5.3
METHOD OF PAYMENT

5.3.1 Payment shall be made according to the conditions set out in the Special Conditions.

5.4
PRICE ADJUSTMENT

5.4.1 Except where agreed otherwise in the Special Conditions, the following conditions shall apply with respect to prices. The prices specified in Annex 7 [Statement of Costs] shall apply to the Completion Period specified in the Special Conditions and for a period of 3 months thereafter. After this date, prices may be adjusted if the official level of prices and wages in the Consultant’s country of origin (Foreign Currency costs) or in the Employer’s country (Local Currency costs) has increased, as measured using the base indices specified in the Special Conditions, and this is proven by the Consultant. The following formula shall be used to calculate this:

$$P_n = P_o \cdot (0.15 + 0.85 \cdot \frac{L_n}{L_o})$$

$P_n =$ revised price, $P_o =$ base price, $L_n =$ revised index, $L_o =$ base index.

The price will not be calculated until publication of the final price index.

5.4.2 Except where otherwise agreed in writing, the Consultant shall only be entitled to remuneration for special services if the services are amended pursuant to Paragraph 4.3 [Amended Services].
5.5 PAYMENT DEADLINE

5.5.1 Except in relation to advance payment and where otherwise stated in the Special conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.

5.5.2 If the Employer does not make the payment within the period set out in Paragraph 5.5 [Payment Deadline], except where the Employer has raised an objection pursuant to Paragraph 5.6 [Objection to Invoices], the Consultant shall be paid compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the invoice fell due in the currency agreed. The agreed compensation shall satisfy all the Consultant’s claims arising from the Employer’s delay.

5.6 OBJECTION TO INVOICES

5.6.1 Should the Employer object to the whole or part of an invoice of the Consultant, the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of the invoice, it shall pay that part of the invoice to which it has not objected within the period specified in Paragraph 5.5 [Payment Deadline].

5.7 AUDITING

5.7.1 For services or part services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall permit the Employer and KfW to audit these records at any time and make copies of them during the term of the Contract.

5.8 CURRENCY

5.8.1 The Special Conditions shall indicate the currency applicable to the Contract.

Paragraph 6 Liability

6.1 LIABILITY OF THE CONSULT-

6.1.1 The Consultant shall be liable to the Employer
for verifiably culpable breaches of its contractual obligations, particularly breaches of Article 3 [The Consultant]. The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Order Value. Otherwise the liability of the Consultant shall be limited to the Order Value. This shall not affect the liability for premeditation and gross negligence.

6.2 LIABILITY OF THE CONSULTANT FOR SUB-CONTRACTORS

6.2.1 The Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.9 [Assignment and Sub-contracting].

6.3 PERIOD OF LIABILITY

6.3.1 The Consultant's liability shall terminate on the date of the acceptance of the Services and in the event the Contract does not provide for acceptance of the Services, on the date of performance of the contractually agreed Services in full, unless a different point of time is provided in the Special Conditions.

6.4 LIABILITY FOR CONSEQUENTIAL DAMAGE

6.4.1 Liability for consequential damage is excluded.

6.5 LIABILITY OF THE EMPLOYER

6.5.1 The Employer shall be liable for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer].

Paragraph 7 Insurance

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

(a) professional liability insurance;
Paragraph 8  Disputes and Arbitration Procedure

8.1  AMICABLE SETTLEMENT

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

8.2  MEDIATION

8.2.1  If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [Amicable Settlement], the parties may, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding this, the parties may agree to begin mediation immediately. Unless the parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions. Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.
All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract.

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

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

8.3.1 If the parties do not reach amicable agreement pursuant to Paragraph 8.1 [Amicable settlement] or by way of mediation pursuant to Paragraph 8.2 [Mediation], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

SPECIAL CONDITIONS

Ad Article 1: General Provisions

Ad 1.1: Definitions

"Completion Period": The completion period shall be 36 months.

"Force majeure": Force majeure

No Exception to General Conditions

"Project": HIV / AIDS Prevention, HCT Component I and II, Provision of Consulting Services for Non-Governmental Organisation to provide HIV Counselling and Testing services in Eastern Cape and Mpumalanga Provinces BMZ no. 2010 65 994 and 2012 65 198 (the “Project”).

"Date on which execution shall be commenced": The date on which execution shall be commenced is [●] / The date on which execution shall be commenced lies [●] weeks after the day on which the contract comes into force⁹.

⁹ The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.
Ad 1.4: Communication

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

Ad 1.5: Notices

Address of the Employer

Postal address: [National Department of Health, Civitas Building, Cnr Thabo and Sehume and Struben Streets, Pretoria, South Africa]

Email: [●]
Phone: +27 (0)12 466 7260
Fax: +27 (0)12 395 9165

Address of the Consultant

Postal address

Email: [●]
Phone: [●]
Fax: [●]

Address of KfW

Postal address
Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany

Email: info@kfw.de
Phone: +49 (69) 7431-[●]
Fax: +49 (69) 7431-[●]

Ad 1.6: Law and language

The language(s) of the Contract shall be [English].

The law governing this Contract shall be South African Law.

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10 The general address for KfW should be specified or changed according to the project in question.
Ad 1.10: Rights to the results of work, copyright

Copyright of the reports (cf 3.4 Reporting) belongs to the Consultant. The Consultant shall grant the irrevocable and exclusive rights to use these reports to NDoH and KfW. All studies, reports and related data and documents such as maps, diagrams, plans, statistics and supporting material made available to NDoH, as well as any software procured under the consulting assignment shall pass into the NDoH ownership. Equipment purchased for performance of the Consultants services and paid fully by NDoH/KfW shall be hand over to KfW after completion of the services.

Ad 1.15: Reimbursements

Account details of the Employer’s special account for reimbursements in Local Currency: GFA – HCT Component Special A/C, Account Number 271099178, Centurion Branch.

Ad Article 2: The Employer

Ad 2.2: Decisions/cooperation

Decisions/cooperative actions\textsuperscript{12} of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/performe at the latest within 14 days.

Ad 2.4: Taxes\textsuperscript{13}

The contractual parties agree on the following provisions regarding taxes and levies:

That the NGO and Sub-Contracted NGOs are registered with the South African Revenue Service as Associations not for Gain or Welfare Organisations and that the provision of services is exempt from output tax.

That in relation to the procurement made by the NGO/Sub-Contracted NGOs of equipment or consulting services to be paid on a reimbursable basis any input tax incurred will be reimbursed by NDoH and net cost reimbursed by KfW.

Ad 2.6: Contact person of the Employer

\textsuperscript{11} If possible, German law should be agreed here. For contracts entered into by KfW in its own name or as agency contracts, German law should always be agreed.

\textsuperscript{12} Distinguish as and where appropriate.

\textsuperscript{13} Possible variants:

a) Consultant, subcontractor, foreign personnel are exempt from taxes/levies in the country of the Employer pursuant to Article 2.4.1

b) The Employer reimburses paid taxes/levies subsequently upon submission of proof pursuant to Article 2.4.2

c) The Employer directly pays the taxes/levies due

d) No exemption from taxes/levies
The Employer’s contact person shall be Dr Pillay
The Employer’s deputy shall be Mr Joseph Honwari

Ad Article 3: The Consultant

Ad 3.3: Due diligence

Ad 3.4: Reporting

The NGO will be required to report to NDoH with copy to GFA consulting office.

1. Inception report. 6 weeks after signing the contract.
2. Monthly service statistics to NDoH.
3. Quarterly reports covering the following key aspects:
   - Executive Summary
   - Sectoral Development – if applicable
   - Project Progress including Monitoring & Evaluation
   - Adherence to Planning and Time Schedule
   - Cost and Flow of Funds
   - Problems and Risks
   - Recommendations

3. The Final Report, due not later than 8 weeks after the end of activities will contain the following:
   - Objectives of the project
   - Project activities and results
   - Contributions of other partners and coordination with other partners
   - Short description of procurement
   - Major difficulties encountered during project implementation and mitigating measures
   - Total cost and financing of the project
   - Comparison to the original planning and reasons for deviations
Project effects, risks and implementations for development

Project evaluation in terms of sustainability

Achievements of the project and comparison with original planning

All relevant monitoring and evaluation data collected and analysed during the implementation of the project.

Lessons learned.

Ad 3.6.1: The Consultant’s contact person for handling of the Contract

The Consultant’s contact person for handling of the Contract shall be [●].

Contact details [●].

The deputy shall be [●].

Contact details [●].

Ad 3.6.2: The Consultant’s contact person for cases of emergency or crisis

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

Contact details [●].

The deputy shall be [●].

Contact details [●].

Ad Article 5: Remuneration

Ad 5.1.1: Remuneration

For the services to be rendered by the Consultant under this Contract the Employer shall pay the sum of

[●] in [● currency]¹⁴

(“Order Value”).

The Order Value is composed of:

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¹⁴ The euro should preferably be used as the currency. If the remuneration is to be paid in several currencies the respective components of the Order Value should be listed here, and the terms of payment below adjusted accordingly.
Fixed fee: [●] in [● currency]

Ancillary expenses lump sum\(^{15}\): [●] in [● currency]

[Ancillary expenses upon proof in [● currency]\(^{16}\]

[The Order Value is exclusive of the following options not commissioned:

| Option | [●] in [● currency] |


Ad 5.2: Terms of payment

The Consultant’s remuneration shall be paid against presentation of an invoice, indicating the BMZ-No. (BMZ 2010 65 994 and 2012 65 198, Services Contract to provide HIV Counselling and Testing services in Eastern Cape and Mpumalanga Provinces 1.1. Definitions “Project”), as follows:

[●] EUR advance payment. [●] possible stipulation on the advance payment guaran-
tee\(^{17}\)

[●] EUR instalments\(^{18}\)

[●] EUR as the final payment\(^{19}\)

[●] possible stipulation on the retention guarantee\(^{20}\).

\(^{15}\) Ancillary expenses should be paid on a lump-sum basis wherever possible (e.g. monthly amount for office work, motor vehicle maintenance, transport, reports etc.).

\(^{16}\) Expenses should be billed at cost only in exceptional cases.

\(^{17}\) The provision of an advance payment guarantee pursuant to Annex 10 [Model Advance Payment Guarantee] is required if the advance payment exceeds 15 % of the Order Value, and in any case if it exceeds EUR 150,000 (or the equivalent value in another currency).

\(^{18}\) Instalments should be paid in accordance with the progress of the services, with a maximum of one payment per quarter as a general rule. These instalments should not be tied to event-based proof of services rendered (reports, studies, acceptances etc.) until after 70 % of the Order Value has been reached. If parts of the remuneration are to be paid on the basis of results or landmarks or against proof, these payments should be listed separately together with the corresponding proofs to be submitted.

\(^{19}\) The instalments should be arranged such that with studies and the like a final payment of approximately 10 %, with construction supervision commissions at least 5 % of the Order Value is left over.

\(^{20}\) If the Consultant’s liability extends beyond the acceptance of his services (e.g. in case of construction supervision until final acceptance of the units constructed), the disbursement of the final
For payments made in relation to the procurement of equipment and contracted services payment will be made on a reimbursable basis. Adherence to KfW and NDoH procurement guidelines is a requirement for reimbursement.

Ad 5.3: Method of payment

Bank Transfer to Indicated Account

Ad 5.4.1: Price adjustment

Prices are fixed

Ad 5.5: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.5 [Payment Deadline]: [8] per cent per year, in relation to the outstanding amount.

Ad 5.8: Currency

The applicable currency for the Contract shall be EUR.

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant’s liability shall terminate latest with the acceptance of the final report, latest two months after submission.

Ad Article 7: Insurance

The insurance (a), (b), (c) and (d) shall be taken out by the Consultant, the insurance of the work place by the consultant by the Employer. [N.B.: Complete as appropriate to the case in hand. Please indicate here the sums insured and the maximum number of claims per year (maximisation).]

Professional Liability insurance: EUR 5,000,000 maximum three claims per year

Personal Liability insurance: EUR 2,500,000 maximum three claims times per year

Equipment insurance: EUR 2,500,000 maximum three claims per year

payment upon acceptance of the Consultant’s services may be agreed against provision of a corresponding retention guarantee pursuant to Annex 11 [Model Retention Guarantee].
Motor Vehicle Third Party Liability insurance and Motor Vehicle Comprehensive Insurance for the vehicles acquired in connection with the contract shall be taken out by the consultant. The costs incurred in the connection with the insurance state here are completely covered with the Order Value.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by the ICC and the appointment shall be binding for the parties\(^{21}\). The cost of the mediation and of the mediator’s services shall be shared equally between the parties.

The costs of the mediation and of the mediator’s services shall be shared equally between the parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be London.

The language of the arbitration procedure shall be English.

(Place, date)

________________________________________  ________________________________________

(for the Employer)                        (for the Consultant)

\(^{21}\) Possible providers of mediation services include: International Chamber of Commerce (ICC), [www.iccwbo.org](http://www.iccwbo.org) / [www.icc-deutschland.de](http://www.icc-deutschland.de), or the Centre for Effective Dispute Resolution (CEDR), [www.cedr.com](http://www.cedr.com), or the International Mediation Institute (IMI), [http://www.imimediation.org/about-imi](http://www.imimediation.org/about-imi) or Fédération International d’Ingenieurs Conseil (FIDIC) [www.fidic.org](http://www.fidic.org).
### List of Annexes

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If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.
In the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.
Model Contract Annex 2

Terms of Reference plus Tender Documents
Model Contract Annex 3

Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries

(in the version valid on the date the bid was submitted)
Model Contract Annex 4

Staffing Schedule

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)
Model Contract Annex 5

Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
Model Contract Annex 6

Time Schedule for Delivery of the Services

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)
Model Contract Annex 7

Statement of Costs

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)
Model Contract Annex 8

The Consultant’s Bid
Decloration of Undertaking

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible incentives to any public servant or other person nor accepted such incentives in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines. We also underscore the importance of adhering to minimum social standards (core labour standards) in the implementation of the Project. We undertake to comply with the core labour standards ratified by the country of [●] (name of country). We will inform our staff of their respective obligations and of their obligation to fulfil this Declaration of Undertaking and to obey the laws of the country of [●] (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Place) (Date) (Name of company) (Signature(s))

23 See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries” and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”
Model Contract Annex 10

Model Advance Payment Guarantee

Address of guarantor bank: …
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Address of beneficiary (client): …. 
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On ............................................. you concluded with (name and full address) .......................................................... (“Contractor”) a Contract for .......................................................................................................................
(Project, object of the Contract) at a price of .................................................................
.......................................................................................................................

According to the provisions of the contract, the Contractor receives an advance payment in the amount of .................................................................
.......................................................................................................................
equalling ........................................... % of the contract value, as an advance payment.

We, the undersigned ................................................................. (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of
.......................................................................................................................

(in words .................................................................)
against your written declaration that the Contractor has failed to perform the aforementioned Contract.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This guarantee shall be automatically reduced pro rata in accordance with the payments performed.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (client/project executing agency/purchaser).

This guarantee shall expire not later than by which date we must have received any claims by letter or coded telecommunication.

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

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Place, date  Guarantor  

Model Contract Annex 11

Model Retention Guarantee

Address of guarantor bank: …

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Address of beneficiary (client): …

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On ............................................. you concluded with (name and full ad-

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(Project, object of the

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Contract) at a price of

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According to the provisions of the Contract, the Contractor receives the amount

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of …........................................................

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equalling …........................ %

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of the Contract value, as a final payment.

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We, the under-

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signed …..........................................................................................

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(bank),

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waiving all objections and defences under the aforementioned contract, hereby irrevocably

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against your written declaration that the Contractor has failed to perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (client/project executing agency/purchaser).

This guarantee shall expire not later than .............................................

by which date we must have received any claims by letter or coded telecommunication.

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

............................................. ................................................

Place, date Guarantor |
Annex H

TECHNICAL PROPOSAL (Sample Format)

Detailed Task Description

<table>
<thead>
<tr>
<th>Tasks to be performed as per TOR</th>
<th>List of proposed Services</th>
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<tbody>
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Note: The list of proposed services will be used to assess the completeness of the offer. Technical proposals which do not contain the completed form or do not respond to the requested scope of services will be considered non-responsive.

(B) Personnel Experience Matrix

<table>
<thead>
<tr>
<th>Name:</th>
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</thead>
<tbody>
<tr>
<td>Proposed Position:</td>
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<tr>
<td>Professional Education:</td>
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<tr>
<td>No. of Years of professional experience:</td>
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<tr>
<td>No. of Years of activity related Experience:</td>
<td></td>
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<tr>
<td>No. of Years with Firm:</td>
<td></td>
</tr>
<tr>
<td>Detailed Task Assigned</td>
<td>Specific Project Experience Relevant To Task</td>
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</table>
Note: The Personnel Experience Matrix must refer to the tasks actually to be performed in the frame of the proposed services and shall not refer to the general experience of the proposed staff member. Bids for Services, which do not contain the completed form or do not respond to the requested information will be considered non-responsive.