

Project ID: 81319632

Nigeria; March 13, 2026

Dear Mr. /Ms.

1. The Development Bank of Nigeria referred to as the “Employer” is acting as implementing agency for the Implementation of International Climate Initiative (IKI) Small Grants aimed at Boosting Leadership in Climate Action Amongst Nigeria’s Female Entrepreneurs and intends to engage a consultant for which this Request for Proposal is issued. IKI provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called “Services”): Consultancy Services to Implement Capacity Building, Incubation, and Grant Support for Gender-Responsive (Women-Owned/Women-Led) Climate Adaptation MSMEs. More details on the Services are provided in the Terms of Reference (Section VII).
3. This is an Open National Request for Proposal.

Bidders may participate individually or in joint ventures/consortiums or as sub-consultants. In the case of a joint venture/consortium, all members shall be jointly and severally liable, and the bid must clearly identify the lead member as well as provide a signed agreement or letter of intent. Subcontracting is permitted for specific tasks, provided the bidder retains full responsibility for contract performance. All proposed subcontractors must be identified in the bid and demonstrate relevant qualifications and experience.

4. A firm will be selected in accordance with the procedures described in the GIZ Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website

<https://www.giz.de/de/downloads/giz-2023-en-anlage%204a-procurement-guidelines.pdf>

5. The RFP includes the following Sections:

- Section I – Instructions to Consultants (ITC)
- Section II – Data Sheet
- Section III – Technical Proposal - Standard Forms
- Section IV – Financial Proposal - Standard Forms
- Section V – Eligibility Criteria
- Section VI – GIZ Policy – Sanctionable Practice – Social and Environmental Responsibility
- Section VII – Terms of Reference
- Section VIII – Conditions of Contract and Contract Form

6. Please inform us by 17:00 HRS [WAT], March 20, 2026, in writing by E-mail piu@devbankng.com:

- (a) that you have received this Letter of Invitation; and
- (b) whether you intend to submit a **Proposal**

7. Details on the **Proposal**’s submission date, time and address are provided in **ITC 15.7**.

Yours sincerely,
DBN Management

**Deutsche Gesellschaft für Internationale Zusammenarbeit
(GIZ) GmbH with The Federal Republic of Nigeria**

Project: Boosting Leadership in Climate Action Amongst Nigeria's
Female Entrepreneurs Project (IKI Small Grants Project)

Request for Proposals

for

**Consultancy Services to Implement Capacity Building, Incubation,
and Grant Support for Gender-Responsive (Women-
Owned/Women-Led) Climate Adaptation MSMEs**

Employer: Development Bank of Nigeria, Plc;
The Clan Place, Plot 1386A, Tigris Crescent, Maitama, Abuja.

March 2026

Project ID: 81319632

Procurement Reference No: **DBN/IKI/PIU/C/2026/001**

PART I – TENDERING PROCEDURES

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

I. Scope of Proposals and Definitions

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

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

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

1.2 Throughout these Request for Proposal the following definitions apply:

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

- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at <https://www.giz.de/de/downloads/giz-2023-en-anlage%204a-procurement-guidelines.pdf>
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section I of this RFP) means the Letter of Invitation sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

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

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

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

2. Source of Funds, Responsibilities

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

The following clause applies only if GIZ / IKI Small Grants is not the Employer:

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

3. Sanctionable Practice

3.1 GIZ / IKI Small Grants requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

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

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

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

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

4.3 GIZ / IKI Small Grants' eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to preselected Consultants.

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

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

5. Conflict of Interest

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which

allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;

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

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

6. Unfair Competitive Advantage

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

B. Preparation of Proposals

7. General Considerations

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

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

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

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

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Documents Comprising the Proposal**
- 9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-I (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).
- 9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.
- 9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
- 10. Proposal Validity**
- 10.1 The validity period shall be 3 (three) months. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
- Extension of Validity Period
- 10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.
- 10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
- Substitution of Key Experts at Validity Extension
- 10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 10.8 Substitution requests shall not delay the evaluation process.
- 11. Clarification and Amendment of RFP**
- 11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will

send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

12. Preparation of Proposals – Specific Considerations

12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.

12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.

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

13. Technical Proposal Format and Content

13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

14. Financial Proposal

14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.

Taxes

14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case GIZ / IKI Small Grants is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.

Currency of Proposal

14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the **Data Sheet**.

Currency of Payment and Payment Conditions	<p>14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the Data Sheet.</p> <p>14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet.</p>
Contributions by the Employer	<p>14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:</p> <p style="padding-left: 40px;">14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;</p> <p style="padding-left: 40px;">14.6.2 provide other support and contributions as stipulated in the Data Sheet.</p>

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals

15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.

15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

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

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

15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

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

16. Confidentiality

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

or to any other party not officially concerned with the process, until the Contract is awarded.

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

17. Opening of Proposals

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

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

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

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

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

Quality and Cost-based Selection – QCBS

18. General aspects of Evaluation

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

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

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

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

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

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

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

19. Evaluation methods

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

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

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

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

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

20. Evaluation steps and sequence

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

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

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

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

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on

Quality and Cost-based Selection - QCBS

criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.

- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b. A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and GIZ / IKI Small Grants, if GIZ / IKI Small Grants is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and GIZ / IKI Small Grants, if GIZ / IKI Small Grants is not the Employer.

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

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

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

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

Fixed Budget-based
Selection – FBS

substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.

- d) The evaluation will be presented in a report to be approved by the Employer and GIZ / IKI Small Grants, if GIZ / IKI Small Grants is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

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

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

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

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

- c) The evaluation will be presented in a report to be approved by the Employer and GIZ / IKI Small Grants, if GIZ / IKI Small Grants is not the Employer.

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

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

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

The weighted technical score is calculated as follows:

$PT = WT * T$, with

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

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

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

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

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ ”]

Least Cost-based
Selection - LCS**21. Evaluation of
Financial Proposals**

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

Time Based
contracts

21.2 If a Time-Based contract form is included in the RFP, the Employer’s evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices

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

Lump Sum contracts

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

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

22. Employer's Right to Reject All Proposals

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

D. Negotiations and Award

23. Negotiations

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

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

Availability of Key Experts

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

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

Technical Negotiations

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

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

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

Financial
Negotiations

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

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

**24. Conclusion of
Negotiations**

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

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

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

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

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

The following clause applies only if GIZ / IKI Small Grants is not the Employer:

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

Section II. Data Sheet – QCBS

A. General	
ITC Clause Reference	
I.1	The Employer is Development Bank of Nigeria Plc.
I.1 a)	The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS). The weights given to the Technical (T) and Financial (F) Proposals are as $W_T = 80 \%$, and $W_F = 20 \%$
I.2 (b)	<i>Nigerian Law</i>
I.3	The name of the assignment is Consultancy Services to Implement Capacity Building, Incubation, and Grant Support for Gender-Responsive (Women-Owned/Women-Led) Climate Adaptation MSMEs.
I.4	A pre-proposal conference will not be held.
I.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: Terms of Reference [ToR]
<i>6.1</i>	<i>Not Applicable</i>
B. Preparation of Proposals	
11.1	The deadline for clarifications by Consultants is twenty (20) days prior to the submission date as per Clause 15.7 Clarifications requests shall be addressed to The Project Manager, Project Implementation Unit (PIU), Development Bank of Nigeria Plc. via email at piu@devbankng.com .
12.1. QCBS	Consultant is required to calculate its Proposal based on its own professional judgement and experience.

	<p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT or withholding tax on revenue or income generated through the Contract) apply.</p> <p>Under the Grant Agreement financed by GIZ / IKI Small Grants, local taxes are not eligible for reimbursement from GIZ / IKI Small Grants funds to the Employer.</p> <p>All applicable taxes directly attributable to the implementation of this assignment in the Employer's country shall be borne by the Employer.</p> <p>The Employer shall be responsible for paying any local taxes on behalf of the Consultant.</p> <p>The Contractor, its Sub-consultants and its Experts are subject to local taxes and public duties directly attributable to the Contract. Information on the Consultant's tax obligations in the Employer's country are as follows:</p> <ul style="list-style-type: none"> - VAT 7.5% for both resident and non-resident firms <p>The Employer will pay these taxes and public duties on behalf of the Consultant to local tax authorities. The Financial Proposal shall contain a separate estimate for such taxes and public duties.</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p> <p>Any applicable taxes and duties shall be stated separately.</p>
12.2	An eligible and qualification assessment is carried out based on the criteria listed in table ITC 20.2, below.
12.3	Not applicable
14.1	<p>The contract period shall be for a period of three (3) years from contract signing.</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-2 Financial Proposal – Cost Breakdown.</p>
14.3	<p>The Consultant shall offer its services in Nigerian Naira.</p> <p>For evaluation purposes, all financial offers will be converted to NGN using the prevailing Central Bank of Nigeria (CBN) exchange rate at the date of bid submission deadline.</p>

14.5	<p>For contracts with a contract value not exceeding 100,000 EUR (exclusive of VAT) and with a duration not exceeding 12 months 50% of the total contract value will be paid as advance payment while the remaining 50% will be paid as final payment.</p> <p>For all other contracts the payment conditions as per the model contract (Section VIII) apply.</p>
14.6	Not applicable.
<p>C. Submission, Opening and Evaluation</p>	
15.4	<p>The Consultants shall have the option of submitting their Proposals electronically.</p> <p>(a) Consultants shall submit their Proposals electronically by email to the following dedicated address: audit@devbankng.com</p> <p>(b) Each Consultant shall submit two separate unalterable and printable PDF files:</p> <p style="padding-left: 40px;">one (1) file containing the Technical Proposal, and one (1) file containing the Financial Proposal.</p> <p>(c) Each file shall be password-protected separately. The Technical Proposal and Financial Proposal shall each have distinct passwords.</p> <p>(d) The subject line of the submission email shall read: “RFP Submission – [Assignment Title] – [Consultant’s Name]”</p> <p>(e) Consultants shall submit their proposals no later than 12:00 HRS, WAT April 27, 2026. The Client’s email server timestamp shall be used to determine the official submission time.</p> <p>(f) The Technical Proposal password shall be sent to the Client immediately after the proposal submission deadline, upon the Client’s written request at the start of the technical evaluation.</p> <p>(g) The Financial Proposal password shall not be provided at submission stage. It shall be submitted only upon the Client’s written request, after completion of the technical evaluation and receipt of the Bank no-objection to the technical evaluation report.</p> <p>(h) The Client shall acknowledge receipt of each email submission. Late submissions will not be accepted.</p> <p>(i) The Client’s electronic system ensures the confidentiality, integrity, and security of proposals until opening.</p> <p>(j) Consultants are reminded that any submission of both Technical and Financial Proposal passwords before the Client’s written request shall constitute grounds for rejection.</p>
15.5 QCBS	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original electronic copy;</p> <p>(b) Financial Proposal: one (1) original electronic copy.</p> <p>The Proposals must be submitted no later than:</p> <p>Date: 27 April, 2026</p>

	Time: 12:00 hrs. local time								
15.6	The deadline for the submission of Proposals shall be 12:00 HRS [WAT] April 27, 2026. The Proposal submission email address is: audit@devbankng.com								
17.1	The opening of the Proposals will take place on 27 April 2026, 2:00 PM [WAT] at Development Bank of Nigeria Plc. Plot 1386A, Tigris Crescent, Maitama, Abuja.								
17.2	The Employer's evaluation committee is composed of members from Strategy, Sustainability, Risk, Climate Finance, and Operation unit.								
18.4	Not applicable.								
18.5	Not applicable.								
20.2 a)	<table border="1"> <tr> <td colspan="2"><u>Financial Capability</u></td> </tr> <tr> <td colspan="2">The Bidder shall demonstrate the financial capacity as per form QUAL-I and comply with the minimum requirement below:</td> </tr> <tr> <td style="text-align: center;">Criterion</td> <td style="text-align: center;">Requirement</td> </tr> <tr> <td style="text-align: center;">Turnover annually</td> <td> <p style="text-align: center;">Minimum Annual turnover</p> <p style="text-align: center;"><i>Eight Hundred Million Naira [NGN800,000,000.00]</i></p> <p>(for the purpose of evaluating financial capability, all revenue/turnover figures presented in foreign currency shall be converted to NGN at the prevailing exchange rate published by CBN on the date of bid submission deadline)</p> <p style="text-align: center;">(minimum turn-over for year 2025s, 2024, & 2023)</p> </td> </tr> </table> <p>Type of document required: QUAL-I Financial Capacity</p> <p><i>Financial capability will be assessed on a pass/fail basis. Bidders that do not meet the minimum financial capability requirements shall not be considered for further evaluation.</i></p> <p><i>Bidders are also required to provide regulatory compliance documents which includes the following:</i></p> <ul style="list-style-type: none"> • <i>Certificate of Incorporation from Corporate Affairs Commission</i> • <i>Verifiable Tax Clearance Certificate (TCC) for the last 3 years (2025, 2024 & 2023).</i> 	<u>Financial Capability</u>		The Bidder shall demonstrate the financial capacity as per form QUAL-I and comply with the minimum requirement below:		Criterion	Requirement	Turnover annually	<p style="text-align: center;">Minimum Annual turnover</p> <p style="text-align: center;"><i>Eight Hundred Million Naira [NGN800,000,000.00]</i></p> <p>(for the purpose of evaluating financial capability, all revenue/turnover figures presented in foreign currency shall be converted to NGN at the prevailing exchange rate published by CBN on the date of bid submission deadline)</p> <p style="text-align: center;">(minimum turn-over for year 2025s, 2024, & 2023)</p>
<u>Financial Capability</u>									
The Bidder shall demonstrate the financial capacity as per form QUAL-I and comply with the minimum requirement below:									
Criterion	Requirement								
Turnover annually	<p style="text-align: center;">Minimum Annual turnover</p> <p style="text-align: center;"><i>Eight Hundred Million Naira [NGN800,000,000.00]</i></p> <p>(for the purpose of evaluating financial capability, all revenue/turnover figures presented in foreign currency shall be converted to NGN at the prevailing exchange rate published by CBN on the date of bid submission deadline)</p> <p style="text-align: center;">(minimum turn-over for year 2025s, 2024, & 2023)</p>								

	<ul style="list-style-type: none"> Audited Financial Statement for the last 3 years (2025, 2024, & 2023). <p>Please note that:</p> <ul style="list-style-type: none"> If entering a Joint Venture, similar documents shall be provided for both parties. International applicants willing to apply are required to provide the equivalent of the above listed documents in their country of operations. Bidders would be assessed on a pass/fail basis. Firms who do not provide these documents will not be further evaluated. 		
20.2 b)	<p>The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p>		
<i>Technical Proposal</i>			Score
I	Concept and methodology		45
1.1	<p>Technical Approach</p> <p>Demonstrated a comprehensive understanding and Clear articulation of the project objectives, components, and expected outcomes. - 10 points</p> <p>Demonstrated a fairly strong understanding of the project objectives, components, and expected outcomes - 6 points</p> <p>Partial understanding of the project objectives, components, and expected outcomes - 3 points</p> <p>Poor understanding of the project objectives, components, and expected outcomes - 0</p>	10	
1.2	<p>Quality of Methodology</p> <p>Proposed methodology is comprehensive, logical, and well-structured, demonstrating clear understanding of the TOR and a coherent approach to delivering all outputs (Call, Train, Incubate, and Grant.) - 10 points</p> <p>Proposed methodology is generally adequate and covers the major TOR requirements but lacks depth or detail in certain components - 5 points</p> <p>Proposed methodology is unclear, generic, and lacks structure - 0 points</p>	10	
1.3	<p>Work Plan and Sequencing of Activities</p> <p>The work plan is clear, logical, and realistic, showing well-structured sequencing of activities aligned with the TOR deliverables and timelines. Human resource allocation is adequate, coherent and feasible within the proposed duration - 5 points</p>	5	

		Work plan is acceptable but has some gaps in sequencing, overlapping activities, or unclear allocation of human resources / responsibilities - 2 points		
		The work plan is unclear or inconsistent, with weak or unrealistic sequencing - 0 point		
		Capacity Building Design - delivery sequencing for MSMEs		
	1.4	The proposed capacity-building approach is comprehensive, well-structured, and context-appropriate, with clear learning objectives, logical curriculum flow, and practical knowledge transfer techniques suited for learners - 10 points	10	
		The proposed capacity building approach is generally adequate but lacks depth, detail, or contextual adaptation - 5 points		
		The capacity-building design is weak or generic and out of proportion - 0 point		
		Stakeholder Engagement and Communication plan		
	1.5	Methodology presents a comprehensive and well-structured engagement plan & outlines effective coordination and communication between identified key stakeholders - 5 points	5	
		Engagement & Communications plan is adequate but lacks depth in coordination, or feedback arrangements - 2 points		
		The plan is unclear or weak, showing limited understanding of key stakeholders - 0 point		
		Risk Identification & Mitigation Strategy		
	1.6	Proposal provides a comprehensive and realistic risk analysis, clearly identifying key implementation risks, and presenting practical, well-targeted mitigation measures - 5 points	5	
		Risk analysis is adequate but somewhat general. Major risks are recognized, but mitigation measures are limited - 2 points		
		Proposal shows little or no understanding of likely risks - 0 point		
	2	Team Composition & Key Experts		30
		Team Leader / Project Manager		
	2.1	Advanced degree in Development Studies, Economics, Climate Change, Environmental Management, Business Administration, or a related field and at least 10 years of relevant professional experience in MSME development and incubation, climate-related programmes and has led multiple DFI-funded projects in Sub-Saharan Africa/Nigeria with demonstrated experience managing large-scale, multi-region capacity-building and incubation programmes - 8 points	8	

		Relevant Advance degree with less than 10 years' relevant professional experience in MSME development and incubation, climate-related programmes and has led multiple DFI-funded projects in Sub-Saharan Africa/Nigeria with fairly strong experience managing large-scale, multi-region capacity-building and incubation programmes ; partial leadership experience - 4 points		
		Limited relevant experience or lacks direct record in Climate adaptable MSMEs capacity building and incubation with insufficient leadership experience on comparable assignments - 2 points		
		Climate Adaptation and Sustainability Expert		
		Holds advanced degree in Climate Science, Environmental Management, Sustainable Development, or a related discipline with at least 7 years of experience in climate adaptation, mitigation, and/or biodiversity programming. Proven experience supporting private-sector or MSME-focused climate initiatives in Sub-Saharan Africa/Nigeria - 5 Points		
	2.2	At least 5 years of experience in climate adaptation, mitigation, and/or biodiversity programming and fairly strong Proven experience supporting private-sector or MSME-focused climate initiatives in Sub-Saharan Africa/Nigeria - 2 Points	5	
		Few years of fairly relevant experience in thematic areas with no clear experience supporting private-sector or MSME-focused climate initiatives in Sub-Saharan Africa/Nigeria - 0 Points		
		Gender and Social Inclusion (GESI) Specialist		
		Advanced degree in Gender Studies, Social Sciences, Development Studies, or a related field with at least 5 years of experience in gender mainstreaming and women's economic empowerment programmes and proven experience working with gender responsive MSMEs or entrepreneurship initiatives. - 5 points		
	2.3	Relevant years of experience in gender mainstreaming and women's economic empowerment programmes with fairly strong experience working with gender responsive MSMEs or entrepreneurship initiatives. - 2 points	5	
		few years of experience in gender mainstreaming and women's economic empowerment programmes with little or no experience working with gender responsive MSMEs or entrepreneurship initiatives. - 0 points		
		M&E / MIS Specialist		
		Degree in relevant field with minimum of 6 years of experience in MEL for donor-funded programmes and strong proven experience with results-based management and gender- and climate-disaggregated indicators for project targeted at MSMEs in Sub-Saharan Africa/Nigeria - 4 points		
	2.4	General M&E experience with limited exposure to climate adaptation MSMEs data systems - 2 points	4	
		No practical experience in M&E or MIS relating to climate adaptation MSMEs data systems or DFI-funded projects - 0 point		
	2.5	MSME Capacity Building and Entrepreneurship Expert		

		Hold degree in related field with minimum of 8 years of experience in MSME development, business advisory services, or entrepreneurship training support with Proven experience designing training curricula, incubation, or accelerator programmes - 4 points	4	
		Relevant training experience but fairly limited in MSMEs development and training with good grasp of adult learning techniques - 2 points		
		fairly relevant training experience with limited or non in MSMEs development and training with some grasp of adult learning techniques - 0 points		
		Finance, Investment Readiness and Risk Mitigation Specialist		
	2.6	Holds degree in Finance, Economics, Accounting, or a related field with minimum of 7 years of experience in MSME finance, investment advisory, or financial inclusion in DFI funded projects with proven track record of facilitating trainings for MSMEs, strong knowledge of credit risk management & has supported gender responsive climate lending programs - 4 points	4	
		Less than 7 years' general finance experience; fair knowledge of gender responsive climate lending programs and adequate experience facilitating training for MSMEs - 2 points		
		No demonstrated background in finance nor experience in gender responsive climate lending programs - 0 points		
	3	Relevant Project Experience (Consulting Firm)		20
		Similar Experience in MSMEs Incubation programme		
	3.1	At least 5 reference projects are highly relevant in terms of scope, contract size, and region (e.g. entrepreneurship development, biodiversity conservation, MSME support, and/or start-up incubation and acceleration). Projects clearly demonstrate impact and complexity - 5 point	5	
		Fewer than 5 relevant references OR references provided are moderately aligned in scope, region, & complexity - 2 Point		
		No relevant references provided OR projects are not aligned in terms of scope, region, or size – 0 point		
		Type of document required: QUAL-2: Project Experience		
		Role of Consultant in Past Projects		
	3.2	Consultant acted as the lead or delivered at least 50% of the scope in most of the reference projects - 5 point	5	
		Consultant was a subcontractor or played a limited role (below 50%) in most references - 3 point		
		Roles are unclear or involvement was minimal - 0 point		
		Type of document required: QUAL-2: Project Experience		
	3.3	Regional and Sectoral Experience		

	<p>National firm with demonstrated extensive implementation experience designing and delivering capacity-building programmes for gender-responsive MSMEs operating within climate adaptation, mitigation, and/or biodiversity value chains or related projects across, Northern and Southern regions of Nigeria. - 10 point</p> <p>Some experience designing and implementing capacity-building programmes for MSMEs in related projects within Nigeria - 2 point</p> <p>No experience designing and implementing capacity-building programmes for MSMEs in related projects or similar development contexts within Nigeria – 0 point</p> <p>Type of document required: QUAL-2: Project Experience</p>	10	
4	Proposed Sustainability in the Business Ecosystem Engagement		5
4.1	<p>Proposed post-project completion Support, including sustainability measures for gender responsive MSMEs and collaboration with PFIs to increase gender responsive climate adaptation loan portfolio to MSMEs is detailed and sufficient - 3 points</p> <p>Proposed post-project completion support to MSMEs can be improved - 0 point</p>	3	
4.2	<p>Risk analysis and mitigation strategy for project implementation challenges such as low participation, funding delays, or regional insecurity is clear and detailed - 2 points</p> <p>Risk analysis and mitigation strategy for project implementation challenges - 0 point</p>	2	
Total (maximum)			100
<p>Minimum Technical Score / Responsiveness</p> <p>All technical proposals will be evaluated using the criteria and scoring system defined above . A bidder must achieve a minimum technical score of 75% of the total possible points in order to be considered responsive.</p> <p>Bidders who do not attain this minimum 75% technical score will have their financial proposals rejected / will not proceed to the financial evaluation stage.</p>			
<i>Type of Document to be submitted:</i>		<i>Required (yes/no)</i>	
Power of Attorney to sign the Proposal		Yes	
QUAL-1 Financial Capability		Yes	
QUAL-2 Project Experience		Yes	
TECH-1 Technical Proposal Submission Form		Yes	
TECH-2 Declaration of Undertaking		Yes	

	TECH-3 Comments or Suggestions on the TOR and Counterpart Staff	Yes
	TECH-4 Description of the Approach, Methodology, and Work Plan	Yes
	TECH-5 Work Schedule	Yes
	TECH-6 Personnel Schedule, Team Composition and attached CVs	Yes
	Regulatory Compliance Documents	Yes
	<p>Project Experience</p> <p>The Consultant is requested to prove his past project experience by including a minimum of 5 references of similar projects completed during the past eight (8) years completed in the format presented in QUAL-2. References will be considered similar if they meet the following requirements:</p> <p style="text-align: center;"><i>Cummulative Contract size of NGN 300,000,000.00,</i></p> <p style="text-align: center;"><i>Scope of services relating to implementing capacity building, incubation, and grant support for gender-responsive (women-owned/women-led) climate adaptation MSMEs, and</i></p> <p style="text-align: center;"><i>with regional experience in Nigeria or Sub-Saharan Africa.</i></p> <p style="text-align: center;"><i>References as subcontractor are acceptable and the minimum percentage carried out by the Consultant per reference project to be taken into account .</i></p> <p>Type of document required: QUAL-2 Project Experience</p>	
20.5	The weights given to the Technical (T) and Financial (F) Proposals are as $W_T = 80 \%$, and $W_F = 20 \%$	
	D. Negotiations and Award	
25.3	The expected commencement date of the assignment is June, 2026, Nigeria.	

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	Page Limit
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	2
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	3
TECH-2	Declaration of Undertaking	5
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	2
TECH-3A	A. On the Terms of Reference	2
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	10
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	10
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	15
QUAL - 1	Financial Capability and Qualification documents	8
QUAL - 2	Project Experience	5

FORM QUAL-I

FINANCIAL CAPACITY STATEMENT

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

Financial data	2 years before last year ¹ <2023> NGN	Year before last year <2024> NGN	Last year <2025> NGN	Average ² NGN
Annual Turnover ³				

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

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

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

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

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

FORM QUAL-2**PROJECT EXPERIENCE**

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

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

Form TECH-I

Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

or

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 31.3.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ___

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): ___

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

FORM TECH-2**DECLARATION OF UNDERTAKING**

Reference name of the Application/Offer/Contract:

("Contract")⁴

To:

("Project Executing Agency")

1. We recognise and accept that GIZ / IKI Small Grants only finances projects of the Project Executing Agency ("PEA")⁵ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between GIZ / IKI Small Grants and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the*

⁴ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in GIZ's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁵ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

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

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of GIZ / IKI Small Grants and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of GIZ / IKI Small Grants and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform GIZ / IKI Small Grants, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁶ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and GIZ / IKI Small Grants or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and GIZ / IKI Small Grants.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁷: _____

Signature:

Dated:

⁶ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and GIZ, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁷ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Sample Declaration on Conflict of Interest and of Submitting a Proposal

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that in the event of being prequalified by the Employer, we shall submit a Proposal, subject to the details of the tender documents.

[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

[List Sub-Consultants here]

If short-listed, we undertake to submit a Proposal that includes all of the above Sub-Consultants.”]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Sample Declaration of Association

Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

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

[Insert the names of the other JV members here]

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

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

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

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....
(Place)

.....
(Date)

.....
(Name of the person)

.....
(Signature)

FORM TECH-3

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

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

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

FORM TECH-5 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

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

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

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

- 1 Months are counted from the start of the assignment/mobilization.
- 2 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’s country or any other country outside the expert’s country of residence.
- 3 The assignment of international and national staff shall be treated separately.

Full time input

 Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH- 6 in which the Expert will be involved)	

Section IV. Financial Proposal - Standard Forms

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

FORM FIN-1 FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: *[Name and address of Employer]*

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "excluding" as standard or "including"]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

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

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

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

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

[The tables below shall be adjusted as appropriate by adding or deleting cost items and / or by reducing the degree of detail.]

Model for Financial Proposal – Overall Cost Breakdown

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

[Bidder to indicate the currency]

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

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

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

Basic Services (as per TOR)

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

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

Duties and Taxes

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

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

Optional Services, Alternative Proposal

[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]

Detailed Cost Calculation

Detailed Cost Calculation – Fees, Transport, Logistics				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 ... other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, insurance, repair	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
Other Cost – Lump sum unit rate basis	Unit	Quantity	Lum sum unit Rate	Amount
8. Equipment**				
8.1 Office equipment	...	...
8.2 Project vehicles				
8.2 Other. equip. to be handed over/consumed	...	...
Sub-Total Total Equipment				
Other Cost – Remuneration at actual cost				Provisional Amount
9. Miscellaneous Items**				
9.1 Other miscellaneous items/services				
9.2 Security measures				
9.3 General contingencies				
Sub-Total Total Miscellaneous items/services				

[Explanations on Other Cost

For certain items the mode of remuneration can be independent of the contract mode (lump sum contract, time based contract) and organized in two ways:

A) Remuneration on lump sum unit rate basis

This can be applied for cost items which are not included in items 1 – 7 and which the Consultant is required to supply or deliver separately during the performance of the Contract. Only commercially available cost items for which an estimate in terms of quantity can be made in advance should be taken into account (see examples under 8. Equipment in the table above). The Consultant will be required to offer lump sum unit rates for such items for the requested quantity and the remuneration will be according to the actual quantity delivered/consumed and the lump sum unit rate.

B) Remuneration at actual cost

This is appropriate for cost items which are identifiable but which are due to their nature difficult to calculate or to determine in advance. For example the cost of specialized geographical surveys, specialized drill services, security measures are generally difficult to estimate in advance (see 9. Miscellaneous Cost in the table above). In such cases it is advisable to foresee a provisional amount either proposed by the Consultant in its Financial Offer or the Consultant is required by the Employer to take into account a predefined provisional amount in its offer. This could also include an item for general contingencies for unforeseen expenses. In order to avoid distortion of the financial evaluation the Employer must take care by either excluding such cost from financial evaluation or by applying the same amount in each proposal for the purpose of financial evaluation, independent of the amount possibly proposed by the Consultant. Before concluding the Contract or during Contract performance the details for such items will be further specified. Remuneration of such cost items will be at actual cost occurred against proof of evidence.

The table above for Equipment and Miscellaneous cost items is made up according to these explanations. However, this should be understood as guidance and the table may be modified if required in the project context. In any case the requirements on Equipment and Miscellaneous cost items as per clause 14.1 of the Data Sheet need to be reflected in the table.]

Section V. Eligibility Criteria

Eligibility in GIZ / IKI Small Grants-Financed Procurement

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

establish to GIZ / IKI **Small Grants**'- satisfaction, through all relevant documents, including its charter and other information GIZ / IKI **Small Grants** - may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. GIZ / IKI Small Grant Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

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

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

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

GIZ / IKI **Small Grants** reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

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

GIZ / IKI **Small Grants** - defines, for the purposes of this provision, the terms set forth below as follows:

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

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

2. Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁸ (ILO) and international environmental treaties and;
 - (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.
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PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

TERMS OF REFERENCE (TOR) IKI SMALL GRANTS PROJECT

The Development Bank of Nigeria seeks to engage the services of a qualified Consulting firm to implement Capacity Building, Incubation, and Grant Support for Gender-Responsive (Women-Owned/Women-Led) Climate Adaptation MSMEs.

I. Background and Context

Development Bank of Nigeria (DBN) is a wholesale Development Finance Institution operating with the objective of addressing the access to finance gaps of underserved Micro, Small and Medium Enterprises (MSMEs) in Nigeria. With business and governance models based on internationally recognized good practice and substantial commitment of capital, DBN performs a catalytic role of facilitating financially sustainable and transparent access to finance for underserved MSMEs. This is achieved by supporting the development of diverse lending products, including the provision of medium – and long-term loans in local currency (Naira) and partial credit guarantees (through its wholly owned subsidiary Impact Credit Guarantee Limited)

DBN operates as a publicly listed limited liability company and falls under the regulation, licensing, and supervision of the Central Bank of Nigeria (CBN). Its operations receive backing from funding provided by various development partners, including the World Bank, the African Development Bank (AfDB), the German Development Bank (KfW), the French Development Agency (AFD), and the European Investment Bank (EIB).

From November 2017 when DBN commenced its business operations to December 2024, the bank has allocated N1.06 trillion in loans to 711,807 MSMEs throughout Nigeria. As at December 2024, N229 billion of these disbursements supported 530,791 women-owned businesses, while N114 billion aided 185,206 youth-owned enterprises. These figures underscore the bank's dedication to funding underserved segments of the MSME market, leading to the creation of more than 2,000,000 jobs.

Climate adaptation projects are essential to enhancing resilience, preserving biodiversity, and reducing vulnerabilities to climate impacts. However, such projects often lack sufficient funding, particularly those led by women.

Despite their considerable contributions to the economy, women in Nigeria receive less than 20% of available funding, limiting their capacity to scale businesses that address climate challenges. This project seeks to empower women-led climate-adaptation Micro, Small, and Medium Enterprises (MSMEs) in sectors like off-grid renewable energy, climate-resilient agriculture, and water management. These businesses are crucial for achieving both environmental sustainability and economic growth but face significant barriers to accessing finance and technical support.

Development Bank of Nigeria (DBN), in collaboration with International Climate Initiative (IKI Small Grants) and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, seeks to strengthen the capacity of 5,000 women-owned/women-led climate adaptation MSMEs across targeted states and provide grant support to 240 women-owned/women-led climate adaptation MSMEs by the end of the project lifecycle. To ensure effective design, implementation, and monitoring of this initiative, a qualified consulting firm will be engaged to work closely with DBN throughout the project to provide technical support in the development of a tailored capacity-building curriculum and associated knowledge products for women-owned and women-led MSMEs.

This project will be executed in phases to ensure effectiveness, and scalability, allowing for adjustments and improvements at each stage.

2. Overview of the IKI Project

Project Duration	4 Years (2025 – 2029)
Project Name	Boosting Leadership in Climate Action Amongst Nigeria's Female Entrepreneurs
Proposed start date of the project	May 2026
Objectives	To build the capacity of at least 5,000 women owned, women-led and other gender responsive MSMEs in climate action by the end of the project. To support 240 women owned, women-led and other gender responsive MSMEs in climate action through incubation and grant funding, enabling them to scale their businesses and drive sustainable impact.
% of women	Achieve at least 80% women-owned, women-led and gender responsive MSMEs in climate action.
No. of beneficiaries to be trained	<ul style="list-style-type: none"> • Train 5000 women-owned/women-led and gender responsive MSMEs in climate action. • Incubate 240 women-owned/women-led and gender responsive MSMEs in climate action MSMEs and support the 240 MSMEs with grant funding (seed fund).
Geographical coverage	The project will be implemented across six geopolitical zones, covering 20 states in Nigeria. These include states from the Northeast, Northwest, North Central, South-South, Southeast, and Southwest regions, ensuring broad geographic and demographic coverage

3. Objectives of the IKI Project

The overarching objective of the “Boosting Leadership in Climate Action Amongst Nigeria's Female Entrepreneurs” project, funded through this grant, is to increase access to funding for gender-responsive MSMEs in climate adaptation, mitigation, and biodiversity, thereby enhancing their contributions to economic growth and climate action.

The specific objectives of the project are outlined below:

- i. To Develop, design and implement a structured capacity-building programme to train Five Thousand (5,000) women-led/women-owned and gender responsive MSMEs focused on climate action across Nigeria’s six (6) geopolitical regions, delivered in two (2) phases.
- ii. Incubate 240 select women-owned/women-led and gender responsive MSMEs focused on climate action and support the 240 MSMEs with grant funding (seed fund).
- iii. To improve the operational efficiency, productivity, and market readiness of selected women-owned/women-led climate adaptation MSMEs.
- iv. To support DBN in the identification and where required the roll-out of regional innovation hubs that serve as platforms for structured training, incubation, and acceleration of women-owned/women-led and gender responsive MSMEs focused on climate action across the six (6) geopolitical zones.

- v. To deliver tailored technical assistance, mentorship, and advisory services to participating MSMEs.
- vi. To design and operationalize a sustainable, replicable framework for incubation and acceleration that supports the long-term growth and resilience of target MSMEs.
- vii. To enhance participating MSMEs' access to appropriate financing opportunities and market linkages.
- viii. To support participating MSMEs in strengthening compliance with applicable regulatory, environmental, social, and operational standards required for sustainable business growth and access to finance.

4. Consulting Firm's Scope of Work

The Consulting Firm is expected to develop a comprehensive capacity building programme for Gender-responsive (women-owned/women-led) Climate Adaptation MSMEs and shall provide end-to-end technical assistance to support the implementation of the Project.

The scope of work shall include, but not be limited to, the following components:

4.1 Needs Assessment and Baseline Study

Conduct a comprehensive needs assessment and baseline study to analyze the entrepreneurial landscape, constraints, and opportunities for women-led/women owned climate adaptation MSMEs across Nigeria's six (6) geopolitical zones and Produce baseline data to inform programme design, implementation, and monitoring, including gender-disaggregated indicators.

4.2 Implement a Train-the-Trainer Programme

Work with DBN and ecosystem stakeholders such as the Small and Medium Enterprise Development Agency of Nigeria (SMEDAN) to identify, train and certify 18 individuals or organizations (3 per region). Upon completion, the selected individuals or organisations will become Certified Delivery Partners (CDPs), and will support the facilitation of the in-person training across the nation. The training and certification programme will take approximately two – three months.

4.3 Calls for Proposals

- Develop the selection criteria for the shortlisting of the eligible MSMEs to attend the training program.
- Design and launch the Call for Proposals for the selection of 5,000 MSMEs (2,500/ implementation phase) to participate in the Capacity building program.
- Review submissions from the calls and select with oversight from DBN the 5,000 MSMEs (2,500/ implementation phase) to participate in the capacity building program.

4.4 Capacity Building and Training of MSMEs

- Design and launch the Call for Proposals (ideas) for the 120 MSMEs to be incubated in each implementation phase – 240 gender responsive climate adaptation MSMEs in total.
- Develop the selection criteria for the shortlisting of the 120 MSMEs per implementation phase.

- Establish and apply transparent eligibility and selection criteria for participation in incubation and grant support.
- Work with key stakeholders to onboard the shortlisted MSMEs on the Inspire, Create, Start and Scale (ICSS) platform, customise where possible, and deliver the incubation and acceleration programmes for 120 high-potential women-led/women owned climate adaptation MSMEs - 240 gender responsive climate adaptation MSMEs in total.
- Collaborate with DBN-owned/ICSS-partner innovation hubs across the six (6) geopolitical zones to identify, onboard, and support Two Hundred and Forty (240) MSMEs (120 per implementation phase) for incubation.
- Leverage the ICSS resources to provide tailored mentorship, coaching, and technical assistance throughout the incubation period for the 120 MSMEs per implementation phase. The mentorship, coaching and technical assistance covering areas such as (but not limited to);
 - General business management and operations
 - Climate-smart business model refinement
 - Grant and financial management guidance
 - Market access and scaling support
 - Women’s leadership development
 - Compliance and standards mentorship
 - Peer learning and regional networking

4.5 Design and Implementation of Incubation and Acceleration Programmes

- Develop the selection criteria and shortlist the 120 MSMEs per implementation phase with oversight from DBN.
- Design and operationalise and deliver tailored incubation and acceleration programmes for 120 high-potential women-led/women owned climate adaptation MSMEs - 240 gender responsive climate adaptation MSMEs in total.
- Establish and apply transparent eligibility and selection criteria for participation in incubation and grant support.
- Collaborate with DBN-owned/partner innovation hubs across the six (6) geopolitical zones to identify, onboard, and support Two Hundred and Forty (240) MSMEs (120 per implementation phase) for incubation.
- Provide structured mentorship, coaching, and technical assistance throughout the incubation period for the 120 MSMEs per implementation phase. The mentorship, coaching and technical assistance covering areas such as (but not limited to);
 - General business management and operations
 - Climate-smart business model refinement
 - Grant and financial management guidance
 - Market access and scaling support
 - Women’s leadership development
 - Compliance and standards mentorship

- Peer learning and regional networking

4.6 Facilitation of Access to Finance and Investment Readiness

- Support participating MSMEs in improving investment readiness, including financial documentation, business plans, and pitch preparation.
- Facilitate access to finance through DBN and other financial or funding partners, in line with programme guidelines.
- Support the transparent administration of seed capital / grant funding to eligible MSMEs (240 beneficiaries).

4.7 Market Access, Partnerships, and Ecosystem Engagement

- Establish and strengthen market linkages between MSMEs and relevant industry players, corporate organizations, and public-sector institutions.
- Engage with regulators, ecosystem actors, and support organizations to foster an enabling environment for women-led climate adaptation start-ups.
- Deliver targeted capacity-building interventions to ecosystem stakeholders to support MSME sustainability and scalability.

4.8 Monitoring, Evaluation, and Learning (MEL)

- Design and implement a robust Monitoring, Evaluation, and Learning (MEL) framework aligned with project objectives and donor requirements.
- Track progress, outputs, and outcomes using agreed indicators, including gender- and climate-disaggregated data.
- Conduct quarterly monitoring and evaluation reviews to assess performance, identify risks, and inform adaptive management for a period of one (1) year after the disbursement of grants.
- Prepare and submit periodic progress and impact reports in line with agreed reporting schedules.
- Support the monitoring and evaluation of MSME projects supported by the grants to align with the identified social and environmental impact expectations of the IKI grant project.

4.9 Scaling, Sustainability, and Exit Strategy

- Develop and implement a sustainability and exit strategy to ensure continuity of benefits beyond the IKI project lifecycle.
- Collaborate with Participating Financial Institutions (PFIs) to facilitate additional credit facilities and scale-up financing for successful MSMEs.
- Provide ongoing technical assistance to selected MSMEs to improve operational efficiency and expand market reach for a period of one (1) year after the disbursement of grants.

- Leverage digital tools and platforms, including DBN’s BizAid application, to support financial management, learning, and scalability.
- Support shortlisting of grantees to identify projects for showcase and additional grants as determined by GIZ.

5. Key Milestones of Project Implementation

Call – Train - Incubate – Grant Funding

A. Rollout Call

The objective of the Rollout Call is to invite, **identify, select, and onboard Five Thousand (5,000) women-led and women-owned Micro, Small, and Medium Enterprises (MSMEs)** operating in climate adaptation–related sectors across Nigeria’s six (6) geopolitical zones for participation in a structured, grant-funded capacity-building and enterprise development programme supported by the International Climate Initiative (IKI) leveraging **DBN BizAid platform**.

The project shall be implemented in two (2) phases:

Phase I: Training of 2,500 MSMEs; incubation and grant support for 120 MSMEs

Phase II: Training of 2,500 MSMEs; incubation and grant support for 120 MSMEs

Execution Process: The rollout call for capacity building for MSMEs will be executed through a structured process involving the following key steps:

- Stakeholder engagement and Development of Eligibility criteria**
- Application and Outreach Strategy to MSMEs** across the six geo-political zones of Nigeria.
- Review and Shortlist 5,000 MSMEs** for training participation.

B. Train

- Deliver a structured training programme to 5,000 women-led MSMEs (in two implementing phases) Leveraging DBN Biz Aid Digital learning platform.**

C. Roll Out Call for Proposals for Incubation and Grant Funding Noting the Following Criteria

- Must have a valid CAC registration certificate.
- Must have been in operation for at least two years.
- Must provide a minimum of two years of financial statements.
- Must submit a strong, bankable business plan or proposal.
- Must employ a minimum of 3 staff at the time of application.
- Must have valid business registration and Tax Identification Number (TIN).
- Must comply with Nigerian and applicable international regulatory requirements.
- Must provide clear documentation of the company’s ownership structure.

- I. Must have no pending legal disputes or regulatory violations.
- J. Must demonstrate experience in the identified project area or relevant track record.
- K. Previous experience in managing grants or donor funding (preferred but not mandatory).

The incubator program will cover key areas essential for business growth and sustainability. These include:

- Business Strategy & Growth Planning
- Financial Management & Investment Readiness
- Marketing & Branding
- Operational Efficiency & Business Process Optimization
- Legal & Regulatory Compliance
- Customer Relationship Management & Sales Strategies
- Access to Finance & Funding Opportunities
- Leadership & Human Capital Development
- Pitching & Investor Readiness

2. D. GRANT – Execute Demo Day

a. Key highlights of demo-day activities include:

Presentation to a wider audience of key stakeholders including PFIs, and other relevant stakeholders.

Award grant of EUR5,000 to 120 participants at the end of the Incubator Program.

Announce mentorship programs for the 120 participants to ensure scalability.

b. Graduate cohorts from the incubation program

6. Timelines and Reporting

Phase	Milestone	Output	Timeline	Payment Schedule
Preparatory Phase : Programme Design, Baseline, and Initial Roll out	Milestone 1 : Inception and Project Setup	<ul style="list-style-type: none"> • Inception Report, including detailed methodology and work plan 	Months 1	10% of the total remuneration for the Lump sum services
First Phase of Training and Incubation Programme				
Phase I – Programme Design Finalisation and Implementation	Milestone 2 :	<ul style="list-style-type: none"> • Needs Assessment Report. • Secure partnerships with DBN-owned/regional innovation hubs. • Implement Train-the-Trainer Programme 	Months 2-3	10% of the total remuneration for the Lump sum services
	Milestone 3 : Programme Design and Framework Development	<ul style="list-style-type: none"> • Call for Proposals (ideas) and development of selection criteria. • Training content for entrepreneurship development and climate adaptation MSMEs. 	Months 4– 6	10% of the total remuneration for the Lump sum services

		<ul style="list-style-type: none"> Facilitate the training of 2500 Gender Responsive Climate adaptation MSMEs via BizAid and in-person training across the six-geopolitical regions. Incubation and Acceleration Framework 		
	Milestone 4 : Implementation, Capacity Building, and Investment Readiness (Cohort I)	<ul style="list-style-type: none"> Incubate and disburse grants to the 120 Gender Responsive Climate adaptation MSMEs following competitive selection process Follow-ups: Continuous handholding support, monthly and quarterly progress reports. Project completion Report for first phase of the training and incubation programme. 	Months 7–9	10% of the total remuneration for the Lump sum services
	Milestone 5 : Monitoring & Evaluation (Cohort I)	<ul style="list-style-type: none"> Conduct M & E on projects financed along agreed deliverables. Document findings and provide recommendation for next phase. 	Months 10-15	10% of the total remuneration for the Lump sum services
Second Phase of Training and Incubation Programme				
Phase II – Programme Design Finalisation and Implementation	Milestone 6 :	<ul style="list-style-type: none"> Needs Assessment Report for the second phase. 	Months 16 - 17	10% of the total remuneration for the Lump sum services
	Milestone 7 : Programme Design and Framework Development	<ul style="list-style-type: none"> Facilitate the training of the second set of 2500 Gender Responsive Climate adaptation MSMEs via BizAid and in- 	Months 18 – 20	10% of the total remuneration for the Lump sum services

		<p>person training across the six-geopolitical regions.</p> <ul style="list-style-type: none"> • Call for Proposals (ideas) and development of selection criteria for the second set. • Review and provide an improved Training content for entrepreneurship development and climate adaptation MSMEs. • Incubation and Acceleration Framework for the second set. 		
	<p>Milestone 8 : Implementation, Capacity Building, and Investment Readiness (Cohort2)</p>	<ul style="list-style-type: none"> • Incubate and disburse grants to the second set of 120 Gender Responsive Climate adaptation MSMEs. • Follow-ups: Continuous handholding support, monthly and quarterly progress reports. • Project completion Report for the second phase of the training and incubation programme. 	Months 21-23	10% of the total remuneration for the Lump sum services
	<p>Milestone 9 : Monitoring & Evaluation (Cohort I)</p>	<ul style="list-style-type: none"> • Conduct M & E on projects financed along agreed deliverables. • Document findings and provide recommendation for next phase. 	Months 24 - 29	10% of the total remuneration for the Lump sum services.
<p>Phase III – Completion, Consolidation, and Knowledge Capture</p>	<p>Milestone 10 : Completion and Final Reporting</p>	<ul style="list-style-type: none"> • Final Project Reviews (Phase I & Phase 2) • Recommendation from additional grant from GIZ/ IKI (Where available) 	Months 30 - 36	10% of the total remuneration for the Lump sum services

		<ul style="list-style-type: none"> • Project Completion Report. 		
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7. Deliverables

The consulting firm is expected to deliver the following:

- a. Inception Report: A detailed work plan, methodology, and timelines.
- b. Needs Assessment Report: Findings from the baseline study and stakeholder consultations.
- c. Train-the-Trainer Programme: Certified 18 individuals or organisations to serve as certified delivery partners for the programme.
- d. Capacity building and Incubation Framework: Develop training modules and an incubation framework via the ICSS platform, with tailored content for entrepreneurship development.
- e. Train 5,000 start-ups and MSMEs across the six geopolitical zones through BizAid digital platform and in-person workshops.
- f. Conduct regional in-person training for at least 3000 MSMEs across the six (6) geopolitical regions.
- g. Design and launch the call for proposals (ideas) for the incubation programme
- h. Application and Selection Process: Design application process and selection criteria for the potential awardees (240 start-ups) and oversee review of their application for the incubator and grant programme.
- i. Incubation and Mentorship: Run incubator programmes for six months across the six geopolitical regions.
- j. Demonstration and Investment Readiness: Conduct demo days and pitch sessions for grants.
- k. Grants: Award grants and provide mentorship support to selected start-ups.
- l. Monitor projects undertaken by the 240 MSMEs to ensure effective execution and submit regular progress reports.
- m. Investment Readiness Report: Assess the preparedness of women-led and women-owned MSMEs for funding.
- n. Partnerships and Sustainability: Establish partnerships with ecosystem stakeholders to ensure sustainable support for the start-ups.
- o. Reporting:
 - Monthly and quarterly progress reports: Provide updates on programme implementation.
 - Final Project Completion Report: Comprehensive documentation of project outcomes, challenges, and recommendations.

8. Key Performance Indicators (KPIs)

Quantitative measures that will be used to assess the success of the project include:

- a. Number of certified delivery partners
- b. Number of Women led/Women owned businesses trained and operational in focus regions.
- c. Enhanced business capacity for 5000 gender responsive climate adaptation MSMEs.
- d. Successful incubation and provision of grant funding of 240 MSMEs with structured growth plans.
- e. Number of additional jobs created across the six-geopolitical zones of Nigeria.
- f. Strengthened entrepreneurial ecosystem contributing to economic development across the country.

9. Measures

Measures to Ensure that Expected Results are met:

- a. M&E framework to track project progress and outcomes.
- b. Upon project completion, DBN in conjunction with IKI/GIZ will carry out an independent review of the project outcomes.

Measures to ensure Sustainability of the Project:

- a. Grant issuance to 240 gender responsive climate adaptation MSMEs
- b. Monitoring and evaluation of start-ups per quarter.
- c. Women led or women owned MSMEs well positioned to accessing facilities from PFIs.

10. Monitoring and Evaluation

- a. Establish KPIs to measure impact of the IKI project, including:
 1. Increased revenue generation of MSMEs
 2. Improvement in financial record-keeping.
 3. Business expansion and job creation.

In addition, the consultant will do the following:

- b. Conduct periodic follow-ups and track MSMEs' progress throughout and after the programme for a period of 6-12 months.
- c. Provide regular feedback to facilitate project adjustments.
- d. Conduct independent reviews upon project completion.

11. Team Expertise and Composition

a. Team Leader / Project Manager (Key Expert)

Minimum Qualifications and Experience:

- Advanced degree in Development Studies, Economics, Climate Change, Environmental Management, Business Administration, or a related field.
- At least 10 years of relevant professional experience in MSME development and incubation, climate-related programmes, or donor-funded projects.
- Demonstrated experience managing large-scale, multi-region capacity-building or incubation programmes.
- Proven experience working with international development partners (e.g., GIZ, World Bank, AfDB, EU).

b. Climate Adaptation and Sustainability Expert (Key Expert)

Minimum Qualifications and Experience:

- Advanced degree in Climate Science, Environmental Management, Sustainable Development, or a related discipline.
- Minimum of 7 years of experience in climate adaptation, mitigation, and/or biodiversity programming.

- Experience supporting private-sector or MSME-focused climate initiatives.
- c. Gender and Social Inclusion (GESI) Specialist (Key Expert)**
- Minimum Qualifications and Experience:
- Advanced degree in Gender Studies, Social Sciences, Development Studies, or a related field.
 - At least 5 years of experience in gender mainstreaming and women’s economic empowerment programmes.
 - Demonstrated experience working with women-led MSMEs or entrepreneurship initiatives.
- d. MSME Capacity Building and Entrepreneurship Expert (Key Expert)**
- Minimum Qualifications and Experience:
- Degree in Business Administration, Economics, Entrepreneurship, or a related field.
 - Minimum of 8 years of experience in MSME development, business advisory services, or entrepreneurship support.
 - Proven experience designing training curricula, incubation, or accelerator programmes.
- e. Finance, Investment Readiness and Risk Mitigation Specialist**
- Minimum Qualifications and Experience:
- Degree in Finance, Economics, Accounting, or a related field.
 - At least 7 years of experience in MSME finance, investment advisory, or financial inclusion.
 - Must have strong knowledge of credit risk management, loan structuring & administration and portfolio management.
 - Must have strong understanding of Environmental & Social Risk Management principles and application of same in the commercial and financial sectors of the economy.
 - Must demonstrate ability to provide training / capacity building in risk management of climate adaptation related projects based on global principles and applicable to the Nigerian financial sector.
- f. Monitoring, Evaluation, and Learning (MEL) Specialist**
- Minimum Qualifications and Experience:
- Degree in Statistics, Economics, Monitoring & Evaluation, or a related field.
 - Minimum of 6 years of experience in MEL for donor-funded programmes.
 - Experience with results-based management and gender- and climate-disaggregated indicators.

12. Reporting & Coordination

The consulting firm will report to the DBN Project Implementation Unit (PIU) and work closely with the Incubation Hubs in the selected locations. Regular coordination meetings will be held to review progress and address challenges.

DBN will provide oversight and strategic guidance as well as facilitate access to credit for start-ups through the provision of grant funding and PFI.

13. Duration of Assignment

The assignment is expected to be completed within 4 years, commencing from May 2026 to August 2029.

14. Required Qualifications & Experience

The consulting firm shall meet the following minimum qualification and experience requirements:

I. Organizational Experience

- a) A minimum of eight (8) years of demonstrated experience in entrepreneurship development, MSME support, and/or start-up incubation and acceleration.
- b) Demonstrated sector experience coordinating and management of gender responsive enterprise development programmes in green economy, climate adaptation and biodiversity conservation programmes.
- c) Proven *experience delivery project in areas of biodiversity conservation*.
- d) Proven track record of successful engagement with development finance institutions (DFIs), bilateral or multilateral development partners, and/or government agencies on donor-funded or publicly supported programmes.
- e) Demonstrated experience in facilitating access to finance, including preparation for investment or grant funding, and in enabling market linkages for MSMEs and start-ups.
- f) Strong institutional capacity and experience in monitoring, evaluation, and learning (MEL), including results-based management and impact assessment for development programmes.
- g) Demonstrated capability in the design and delivery of training, mentorship, coaching, and business development support services for MSMEs and start-ups.
- h) Demonstrated prior experience in managing, administering, or facilitating grant funding to MSMEs or start-ups, including transparent selection, disbursement, and reporting processes, is required.
- i) Demonstrated experience in designing and implementing capacity-building programmes for gender-responsive MSMEs operating within climate adaptation, mitigation, and/or biodiversity value chains.
- j) Demonstrated experience in providing capacity building, mentorship, and advisory support to women-led, women-owned, or women-focused enterprises.
- k) Operational presence in, or demonstrable implementation experience across, both Northern and Southern regions of Nigeria shall be considered an advantage.

15. General Eligibility Criteria

a. Evidence of Certificate of Incorporation

Provide a Certificate of Incorporation issued by the Corporate Affairs Commission (CAC), including Form CAC1.1 or CAC02 and CAC07.

b. Tax Clearance Certificate

Submit evidence of the company's Income Tax Clearance Certificate for at least two (2) of the last three (3) years (2022, 2023, and 2024).

c. Minimum Annual Turnover

Demonstrate a minimum average **annual turnover of Eight hundred million naira (NGN800,000,000.00)** for the referenced years (2023, 2024, and 2025).

d. Company's Audited Statement of Accounts

Provide audited financial statement of accounts for at least two (2) of the last three (3) years (2023, 2024, and 2025)

e. Company Profile

A detailed company profile which should include five (5) verifiable evidence of similar jobs executed in the last eight (8) years (demonstrated by letter of completion) with the Curriculum Vitae (CV) of key staff to be deployed for the consultancy. Attach copies of their academic and professional qualifications.

NB. *This is an Open National Invitation.*

16. Application Process

Interested consulting firms should submit the following:

- Detailed Qualifications documents.
- Technical proposal outlining the approach, methodology, and work plan.
- Financial proposal detailing costs for delivering the assignment.
- Company profile, including evidence of relevant experience.
- CVs of key personnel to be engaged in the project.

17. Deadline for Submission

The deadline for the submission of Request for Proposal is set for 45 days period, commencing on Friday, 13th March 2026, and closing on Monday, 27th April 2026, at 12:00 hrs (WAT). Any requests for clarification should be directed to the Project Implementation Unit (PIU) at piu@devbankng.com from 13th March to 7th April 2026. All proposals must be submitted via email audit@devbankng.com on or before the closing date of the RfP.

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

CONSULTING CONTRACT

dated

[•]

between

Development Bank of Nigeria Plc.

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

and

[•]

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

Relating to consultancy services to implement capacity building, incubation, and grant support for gender-responsive (women-owned/women-led) climate adaptation MSMEs.

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Preamble

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

General Conditions

1 General Provisions

1.1

DEFINITIONS

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

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

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

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

“Consulting Contract” means this contract for consulting services, including its Preamble and its Annexes^{9,10}

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

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

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

⁹ If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

¹⁰ In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

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

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

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

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

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

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

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

“Parties” means the Employer and the Consultant.

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

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

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

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

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

1.2 INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

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

1.3 RANKING AND ORDER

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

1.4 COMMUNICATION AND LANGUAGE

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

1.5 GOVERNING LAW

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

1.6 ENTRY INTO FORCE AND EFFECT

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of GIZ / IKI **Small Grants** written confirmation that all conditions precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to GIZ / IKI **Small Grants**. The Employer has to inform the Consultant about GIZ / IKI **Small Grant**'s written confirmation immediately.

**1.7
MEASUREMENTS
AND STANDARDS**

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

**1.8
ASSIGNMENT AND
SUB-CONTRACTING**

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

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

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

**1.9
COPYRIGHT AND
RIGHTS OF USE**

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

**1.10
OWNERSHIP OF
DOCUMENTS AND
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The

Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

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

**1.11
CONFIDENTIALITY
AND PUBLICATION**

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

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

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

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to GIZ / IKI **Small Grants**.

**1.12
CONDUCT**

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

**1.13
SANCTIONABLE
PRACTICE**

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

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

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

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

Obstructive Practice	recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation. Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of GIZ / IKI Small Grants' access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

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

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

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified

reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

**1.14
SOCIAL AND
ENVIRONMENTAL
RESPONSIBILITY**

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

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

**1.15
REIMBURSEMENTS**

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

**1.16
SEVERABILITY AND
WRITTEN FORM**

- 1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.
- 1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.
- 1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

1.17
ROLE OF GIZ / IKI
SMALL GRANTS

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

2 The Employer

2.1 INFORMATION

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

2.2 DECISIONS AND COOPERATION

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

2.3 SUPPORT

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

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

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

under any of the foregoing sub-paragraphs (a) through (f) above.

**2.4
TAXES**

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

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

**2.5
SERVICES AND
FURNISHINGS**

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

**2.6
CONTACT PERSONS
OF THE EMPLOYER**

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

3 The Consultant

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

**3.4
CONTACT PERSON
OF THE
CONSULTANT**

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

4 Commencement, Completion, Amendment and Termination of the Services

4.1 COMMENCEMENT AND COMPLETION

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

4.2 PENALTIES FOR DELAY AND DISSATISFACTORY SERVICES

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

4.3 FORCE MAJEURE

- 4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has wilfully or negligently not, mitigated in light of the circumstances at that time.
- 4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay

caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

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

(a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and

(b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

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

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

(a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and

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

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

4.4 SUSPENSION OR TERMINATION

4.4.1 The Employer may, with the prior written consent of GIZ / IKI **Small Grants**, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimized. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.

4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the

Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.

- 4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.4.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:
- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
 - (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
 - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
 - (ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.
- 4.4.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.
- 4.5.1 If the Consultant has breached Paragraph I.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any

**4.5
BREACH OF
PARAGRAPH I.13**

other legal system, terminate this Consulting Contract in writing with immediate effect.

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

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

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

5 Remuneration

5.1 FORMS OF REMUNERATION

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

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

5.2 GENERAL PAYMENT TERMS

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

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from GIZ / IKI **Small Grants**.

5.3 PAYMENT CONDITIONS

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].
- (c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the

original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) GIZ / IKI **Small Grants** promptly upon request of the Employer.

**5.4
LIMITATIONS**

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

**5.5
INVOICING**

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

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

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

**5.6
PAYMENT DEADLINE**

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

**5.7
OBJECTION TO
INVOICES**

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

**5.8
AUDITING**

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

6

Liability

6.1

GENERAL LIABILITY OF THE CONSULTANT

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

6.2

LIABILITY FOR SUB-CONTRACTORS

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

6.3

PERIOD OF LIABILITY

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

6.4

LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5

LIABILITY OF THE EMPLOYER

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

7 Insurance against Liability and Damages / Guarantees

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

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

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

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

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

7.2 GUARANTEES

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and GIZ / IKI **Small Grants**. 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 GIZ / IKI **Small Grants**.

8 Disputes and Arbitration Procedure

8.1 ARBITRATION PROCEDURE

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

Part II: Special Conditions

Ad Article I: General Provisions

Ad I.1: Definitions

“Completion Period”: The completion period shall be the period starting on the Commencement Date and ending on [TBD].

“Country”: **Nigeria**

“Project”: Consultancy Services to Implement Capacity Building, Incubation, and Grant Support for Gender-Responsive (Women-Owned/Women-Led) Climate Adaptation MSMEs as further specified in Annex 3.

The overarching objective of the “Boosting Leadership in Climate Action Amongst Nigeria’s Female Entrepreneurs” project, funded through this grant, is to increase access to funding for gender-responsive MSMEs in climate adaptation, mitigation, and biodiversity, thereby enhancing their contributions to economic growth and climate action.

The specific objectives of the project are outlined below:

- i. To Develop, design and implement a structured capacity-building programme to train Five thousand (5,000) women-led/women-owned and gender responsive MSMEs focused on climate action across Nigeria’s six (6) geopolitical regions, delivered in two (2) phases.
- ii. Incubate 240 select women-owned/women-led and gender responsive MSMEs focused on climate action and support the 240 MSMEs with grant funding (seed fund).
- iii. To improve the operational efficiency, productivity, and market readiness of selected women-owned/women-led climate adaptation MSMEs.
- iv. To support DBN in the identification and where required the roll-out of regional innovation hubs that serve as platforms for structured training, incubation, and acceleration of women-owned/women-led and gender responsive MSMEs focused on climate action across the six (6) geopolitical zones.
- v. To deliver tailored technical assistance, mentorship, and advisory services to participating MSMEs.
- vi. To design and operationalize a sustainable, replicable framework for incubation and acceleration that supports the long-term growth and resilience of target MSMEs.
- vii. To enhance participating MSMEs’ access to appropriate financing opportunities and market linkages.
- viii. To support participating MSMEs in strengthening compliance with applicable regulatory, environmental, social, and operational standards required for sustainable business growth and access to finance.

“Commencement Date”: Shall be the date of entry into force of this Consulting Contract.

Ad I.4: Communication and Language

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

Notices

Address of the Employer

Postal address: Plot I386A, Tigris Crescent, Maitama, Abuja.

Email: piu@devbankng.com

Phone: +234-209-904-0000

Tax Residence of Employer

Address of the Consultant

Postal address

Email: [•]

Phone: [•]

Fax:

Tax Residence of the Consultant and all JV Partners:

Ad 1.5: Governing law

The law governing this Consulting Contract shall be Nigerian Law

Ad 1.9: Copyright and rights of use

The Employer shall retain the rights in any reports, drawings, data, software and other documents produced by the Consultant under this Contract shall remain with the Client. The Consultant grants the Client an exclusive, royalty-free and transferable right to use all deliverables for any purpose related to the Project. The Consultant may retain a copy of such documents and software for the duration of the engagement subject to the Employer's consent.

The rights and obligations arising under this article shall be governed by the laws of the Federal Republic of Nigeria.

Ad 1.15: Reimbursements

Account details of the Employer's extra account for all reimbursements will be made available if required.

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 must be taken/exercised/performed at the latest within ten (10) working days from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: Taxes

- The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer: Nigeria
- The Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract
 - Under the Grant Agreement financed by GIZ / IKI **Small Grants**, local taxes are not eligible for reimbursement from GIZ / IKI **Small Grants** funds.
 - All applicable taxes, duties, and levies imposed under the laws of the Federal Republic of Nigeria in connection with this Contract shall be borne by the Employer.
 - The Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract, the Employer pays these taxes and duties on behalf of the Consultant to the tax authorities.
 - The Employer shall bear any local taxes or public duties on behalf of the Consultant.

Ad 2.6: Contact persons of the Employer

The Employer's contact persons shall be Mrs. Ijeoma D. Ozulumba

Contact details IOzulumba@devbankng.com

The Employer's deputy shall be Prof. Joseph Nnanna

Contact details eezeigwe@devbankng.com

Ad Article 3: The Consultant

Ad 3.2: Reporting and information

The consultant will report to the Project Implementation Unit and the Office of the Chief Economist of the Development Bank of Nigeria (DBN). Regular updates will be provided to key stakeholders, including senior management and relevant technical teams. The reporting framework will include:

Phase	Milestone	Output	Timeline
Preparatory Phase : Programme Design, Baseline, and Initial Roll out	Milestone 1 : Inception and Project Setup	<ul style="list-style-type: none"> • Inception Report, including detailed methodology and work plan 	Months 1
First Phase of Training and Incubation Programme			
Phase I – Programme Design Finalisation and Implementation	Milestone 2 : • Baseline & Needs Assessment • Train-the- Trainer Programme	<ul style="list-style-type: none"> • Needs Assessment Report. • Secure partnerships with DBN-owned/regional innovation hubs. • Implement Train-the-Trainer Programme 	Months 2-3
	Milestone 3 : Programme Design and Framework Development	<ul style="list-style-type: none"> • Call for Proposals (ideas) and development of selection criteria. • Training content for entrepreneurship development and climate adaptation MSMEs. • Facilitate the training of 2500 Gender Responsive Climate 	Months 4– 6

		<p>adaptation MSMEs via BizAid and in-person training across the six-geopolitical regions.</p> <ul style="list-style-type: none"> • Incubation and Acceleration Framework 	
	<p>Milestone 4 : Implementation, Capacity Building, and Investment Readiness (Cohort I)</p>	<ul style="list-style-type: none"> • Incubate and disburse grants to the 120 Gender Responsive Climate adaptation MSMEs following competitive selection process • Follow-ups: Continuous handholding support, monthly and quarterly progress reports. • Project completion Report for first phase of the training and incubation programme. 	Months 7–9
	<p>Milestone 5 : Monitoring & Evaluation (Cohort I)</p>	<ul style="list-style-type: none"> • Conduct M & E on projects financed along agreed deliverables. • Document findings and provide recommendation for next phase. 	Months 10-15
Second Phase of Training and Incubation Programme			
Phase II – Programme Design Finalisation and Implementation	<p>Milestone 6 :</p> <ul style="list-style-type: none"> • Baseline & Needs Assessment. 	<ul style="list-style-type: none"> • Needs Assessment Report for the second phase. 	Months 16 - 17
	<p>Milestone 7 : Programme Design and Framework Development</p>	<ul style="list-style-type: none"> • Facilitate the training of the second set of 2500 Gender Responsive Climate adaptation MSMEs via BizAid and in-person training across the six-geopolitical regions. • Call for Proposals (ideas) and development of selection criteria for the second set. • Review and provide an improved Training content for entrepreneurship development and climate adaptation MSMEs. • Incubation and Acceleration Framework for the second set. 	Months 18 – 20

	Milestone 8 : Implementation, Capacity Building, and Investment Readiness (Cohort2)	<ul style="list-style-type: none"> • Incubate and disburse grants to the second set of 120 Gender Responsive Climate adaptation MSMEs. • Follow-ups: Continuous handholding support, monthly and quarterly progress reports. • Project completion Report for the second phase of the training and incubation programme. 	Months 21-23
	Milestone 9 : Monitoring & Evaluation (Cohort I)	<ul style="list-style-type: none"> • Conduct M & E on projects financed along agreed deliverables. • Document findings and provide recommendation for next phase. 	Months 24 - 29
Phase III – Completion, Consolidation, and Knowledge Capture	Milestone 10 : Completion and Final Reporting	<ul style="list-style-type: none"> • Final Project Reviews (Phase I & Phase 2) • Recommendation from additional grant from GIZ/ IKI (Where available) • Project Completion Report. 	Months 30 - 36

Ad 3.4.1: The Consultant’s contact person
The Consultant’s contact person shall be [●].
Contact details [●].
The deputy shall be [●].
Contact details [●].

Ad 3.4.2: The Consultant’s contact person for cases of emergency or crisis
The Consultant’s contact person for cases of emergency or crisis shall be [●].
Contact details:
The deputy shall be:
Contact details:

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

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

up to [TBD] in [● currency]

(the “**Contract Value**”).

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

Lump sum services

Ad 5.2 (a): General Payment Terms

Not Applicable.

5.3: Payment Conditions

A) Lump sum services

Payment shall be made in **Ten (10)** instalments as detailed in the table below:

Phase	Milestone	Output	Timeline	Payment Schedule
Preparatory Phase : Programme Design, Baseline, and Initial Roll out	Milestone 1 : Inception and Project Setup	<ul style="list-style-type: none"> Inception Report, including detailed methodology and work plan 	Months 1	10% of the total remuneration for the Lump sum services
First Phase of Training and Incubation Programme				
Phase I – Programme Design Finalisation and Implementation	Milestone 2 :	<ul style="list-style-type: none"> Needs Assessment Report. Secure partnerships with DBN-owned/regional innovation hubs. Implement Train-the-Trainer Programme 	Months 2-3	10% of the total remuneration for the Lump sum services
	Milestone 3 : Programme Design and Framework Development	<ul style="list-style-type: none"> Call for Proposals (ideas) and development of selection criteria. Training content for entrepreneurship development and climate adaptation MSMEs. Facilitate the training of 2500 Gender Responsive Climate adaptation MSMEs via BizAid and in-person training across the six-geopolitical regions. Incubation and Acceleration Framework 	Months 4– 6	10% of the total remuneration for the Lump sum services

	Milestone 4 : Implementation, Capacity Building, and Investment Readiness (Cohort I)	<ul style="list-style-type: none"> • Incubate and disburse grants to the 120 Gender Responsive Climate adaptation MSMEs following competitive selection process • Follow-ups: Continuous handholding support, monthly and quarterly progress reports. • Project completion Report for first phase of the training and incubation programme. 	Months 7–9	10% of the total remuneration for the Lump sum services
	Milestone 5 : Monitoring & Evaluation (Cohort I)	<ul style="list-style-type: none"> • Conduct M & E on projects financed along agreed deliverables. • Document findings and provide recommendation for next phase. 	Months 10-15	10% of the total remuneration for the Lump sum services
Second Phase of Training and Incubation Programme				
Phase II – Programme Design Finalisation and Implementation	Milestone 6 : <ul style="list-style-type: none"> • Baseline & Needs Assessment. 	<ul style="list-style-type: none"> • Needs Assessment Report for the second phase. 	Months 16 - 17	10% of the total remuneration for the Lump sum services
	Milestone 7 : Programme Design and Framework Development	<ul style="list-style-type: none"> • Facilitate the training of the second set of 2500 Gender Responsive Climate adaptation MSMEs via BizAid and in-person training across the six-geopolitical regions. • Call for Proposals (ideas) and development of selection criteria for the second set. • Review and provide an improved Training content for entrepreneurship development and climate adaptation MSMEs. • Incubation and Acceleration Framework for the second set. 	Months 18 – 20	10% of the total remuneration for the Lump sum services

	Milestone 8 : Implementation, Capacity Building, and Investment Readiness (Cohort2)	<ul style="list-style-type: none"> • Incubate and disburse grants to the second set of 120 Gender Responsive Climate adaptation MSMEs. • Follow-ups: Continuous handholding support, monthly and quarterly progress reports. • Project completion • Report for the second phase of the training and incubation programme. 	Months 21-23	10% of the total remuneration for the Lump sum services
	Milestone 9 : Monitoring & Evaluation (Cohort1)	<ul style="list-style-type: none"> • Conduct M & E on projects financed along agreed deliverables. • Document findings and provide recommendation for next phase. 	Months 24 - 29	10% of the total remuneration for the Lump sum services.
Phase III – Completion, Consolidation, and Knowledge Capture	Milestone 10 : Completion and Final Reporting	<ul style="list-style-type: none"> • Final Project Reviews (Phase I & Phase 2) • Recommendation from additional grant from GIZ/ IKI (Where available) • Project Completion Report. 	Months 30 - 36	10% of the total remuneration for the Lump sum services

B) Other Costs

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

Ad 5.5: Invoicing

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

Payments may be made to the Consultant directly by GIZ / IKI **Small Grants** according to the direct disbursement procedure if agreed between GIZ / IKI **Small Grants** and the Employer.

Payments shall be made to the following account:

Account holder: [•]

Bank: [•]

Account number: [•]

[where applicable:

IBAN: [•]

BIC: [•]

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

BIC of correspondent bank: [•]

Ad 5.6: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.6 *[Payment Deadline]*: **0.5** per cent per year, in relation to the outstanding amount.

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability shall terminate four (4) years after the final acceptance of the structures or units or (if any) planned and supervised by it.

Ad Article 7: Insurance

The consultant shall be responsible for taking out any appropriate insurance coverage.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.1: Arbitration Procedure

In the event that parties are unable to resolve such dispute within fifteen (15) working days, either party may refer to the matter to be finally settled by Arbitration in accordance with the Arbitration and Mediation Act 2023. If both parties cannot agree on the appointment of an Arbitrator within ten (10) working days, an Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch). All costs for such Arbitration shall be borne by parties in equal proportion except as otherwise determined by the Arbitrator.

The place of arbitration shall be in Abuja.

The language of the arbitration procedure shall be English Language.

(Place, date)

(for the Employer)

(for the Consultant)

List of Annexes

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Not Applicable
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Not Applicable

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹¹

To: ("Project Executing Agency")

9. We recognise and accept that GIZ / IKI **Small Grants** only finances projects of the Project Executing Agency ("PEA")¹² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between GIZ / IKI **Small Grants** and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such*

¹¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in GIZ's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

¹² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of GIZ / IKI **Small Grants** and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of GIZ / IKI **Small Grants** and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

iv. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

12. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

13. We undertake to bring to the attention of the PEA, which will inform GIZ / IKI **Small Grants**, any change in situation with regard to points 2 to 4 here above.

14. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social

¹³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the

Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and GIZ, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

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

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹⁴: _____

Signature:

Dated:

¹⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Minutes of Negotiation (if relevant)

Terms of Reference plus Tender Documents

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

Staffing Schedule

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

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

Time Schedule for Delivery of the Services

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

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

Detailed Cost Calculation – Fees, Transport, Logistics (for information only not basis for payments)				
I. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
Total Package A – Lump Sum Services				

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

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

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

The Consultant's Bid

Advance Payment Guarantee

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

Date of issue : *[Insert date]*

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

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

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*¹⁵, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

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

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

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

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

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

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

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

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

¹⁵ This guarantee must be issued in the Contract currency only.

Place, date

Guarantor's authorised signature(s)

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