



Impact
that matters

Letter of Invitation

14 August 2024

14 Natal Road
Belgravia
Harare

Dear Sir/ Madam,

We hereby invite to submit a Proposal for the **OYE Phase II Local Service Providers PRF# OYE++/TN001** (advert extension).

SNV intends to enter into a contract for these services with the winning bidder. In anticipation of an overarching project within which this assignment will sit shall be funded by the *SDC and SIDA* and thus subject to their terms and conditions in the Lead Contract with SNV.

The attached contract sample will illustrate the terms and conditions to which you will abide if you are successful.

Your proposals are due to SNV no later than 23:59am, 31 August 2024. Late bids will be disqualified. Bids must be submitted to zimbabweprocurement@snv.org

In the attached package you will find:

- Instructions to Bidders
- The Terms of Reference
- A sample Contract.

We look forward to receiving your proposal,

Kind regards,

HR & Operations Manager

Instruction to Bidders

Brief description of the assignment:

SNV Zimbabwe, with support from the Swiss Agency for Development Cooperation in Southern Africa (SDC) and anticipated from Embassy of Sweden in Harare (Sida), is intending to implement the Opportunities for Youth Employment (OYE +) project phase 2, which seeks to improve the livelihoods and prospects of 11,000 out of school youths (among whom at least 50% are young women) by creating 'green' jobs and entrepreneurship. The objective of the project is improved livelihoods and future prospects through "Green Employment" and Entrepreneurial Opportunities in Agrifood, Renewable Energy and other emerging Sectors targeting 11 districts.

All work is anticipated to commence third week of September 2024.

Proposal Format

Bidders are free to use their own format for the technical and financial proposals. Both must be entirely separate and there may be no financial data included in the Technical proposal. Financial proposals must be submitted in Euro. All payments will be made by SNV in Euro.

Contact Points

If bidders have any questions, they must be addressed to zimbabweprocurement@snv.org . Answers will be shared with all bidders by 23 August 2024.

Selection Process

Technical and financial proposals will be reviewed separately. Only those Technical proposals that pass the average minimum score of 35% will move forward for Financial review. The reviews are a closed process and not open to the public.

The Technical scores will be awarded as follows:

	Criteria	Maximum score
1	Past Performance – Quality and relevance of previous work conducted by the firm/Organization. Based on references provided by the contracting companies, and a sample of a piece of comparable, previous work completed by the firm within the last 12 months.	20%
2	Technical Proposal – demonstrating 1) a clear understanding of the assignment 2) a viable and appropriate methodology, and 3) a realistic operational plan (including with proposed timeline)	30%
3	Team Composition and structure – Relevance of the proposed team structure to the methodology and the task assigned; Qualifications and relevant experience of the key personnel (CVs)	15%
4	Evidence of local presence with an existing project/business operation in target district related to youth and women economic empowerment	15%
5	Proposed added benefits to the business model of the organisation by the OYE Project.	20%
	TOTAL	100

Technical Scores are weighted at 70%. Financial scores are weighted at 30%.

Financial evaluation will be conducted for those proposals passing the technical evaluation. The lowest price is awarded maximum points and all other bidders are ranked beside the lowest bid on the following basis:

$$\frac{\text{Bidders Cost} - \text{Lowest Cost}}{\text{Bidders Cost}} * 100 = \text{Deduction}$$

$$100 - \text{Deduction} = \text{Bidders score}$$

Your Financial proposal shall include a statement indicating the following -

- a) whether or not your contract and personnel shall be tax-free or not; and if not,
- b) show separately what the tax burden will be.
- c) A realistic breakdown of costs required to deliver the assignment that demonstrates value for money (including clear units/unit costs, separating professional fees, per diems and other reimbursable costs) and any contributions towards project activities. The budget should be detailed enough to show number of days, involved professional, breakdown of office and field days etc

Negotiations with the winning bidder will be restricted to the ToR and work plan.

Key Experts

It is estimated that a total of 341 person days will be required by the group of key experts. Experts listed in the proposal must be available for the assignment.

The proposal must be valid for a period of 12 months during which bidders shall undertake to maintain, without change, the proposed key experts, and shall hold to both the proposed rates and total price.

The team provided must be able to show the following:

1. Training delivery to rural youth with limited education and entrepreneurship experience, in any of the following two sectors; agriculture and renewable energy.
2. Small enterprise development, coaching and mentoring in any of the two sectors mentioned above.
3. Linking enterprises with relevant market players such as private sector companies, financial institutions, and local government authorities.
4. Experience with gender-based value chain analysis and young women economic empowerment initiatives.
5. Knowledge and experience with application of climate smart agricultural practices and green jobs
6. Clear sustainability plan.
7. Demonstrated work experience in the field of private sector engagement for youth employment and entrepreneurship.
8. Proven experience in strengthening the capacities of the private sector for developing inclusive business models.
9. Must be an entity legally registered in Zimbabwe, as an association, union, business Hub or TVET/ Skills Development Institution, Grassroot/community-based organisation local NGO, consultant firm/ individual.
10. Demonstrate local presence and eligibility to work in the selected districts (physical offices/ MoUs etc).
11. Good understanding of energy and agriculture market systems and the opportunities they present for youth employment and entrepreneurship.
12. Preferred organisations should have a network/ database of youth agricultural producers, processors, entrepreneurs, and energy entrepreneurs.
13. Any organisation running an onsite business in Agricultural value chains, energy, or Green Jobs with farm or productive assets for entrepreneurship demonstrations will be an added advantage.
14. Demonstrate strong financial and management systems.
15. Women-led organisations/ institutions are encouraged to apply.

Association between shortlisted consultants will not be accepted. Bidders may not subcontract any portion of the work.

Data protection

SNV will maintain this proposal submission as part of its records for the purposes of evaluation and record keeping for a period of 7 years. Data will be maintained secured both electronically and in hard copy and only used for SNV programming purposes. It will not be shared outside of SNV.

Proposal Submission

Proposal must be received at zimbabweprocurement@snv.org by 23:59am on 31 August 2024. Proposals must be submitted in two separate emails – one containing the Technical Proposal and a separate one containing the Financial Proposal. Emails must be titled in the subject line as follows:

- a) OYE++/LSP/001 Technical Proposal Name of Bidder
- b) OYE++/LSP/001 Financial Proposal Name of Bidder

Terms of Reference

1. Background

SNV Zimbabwe, with support from the Swiss Agency for Development Cooperation in Southern Africa (SDC) and anticipated from Embassy of Sweden in Harare (Sida), is intending to implement the Opportunities for Youth Employment (OYE +) project phase 2, which seeks to improve the livelihoods and prospects of 11,000 out of school youths (among whom at least 50% are young women) by creating 'green' jobs and entrepreneurship. The objective of the project is improved livelihoods and future prospects through "Green Employment" and Entrepreneurial Opportunities in Agrifood, Renewable Energy and other emerging Sectors targeting 11 districts.

2. Overview of the Consultancy

The Local Service Provider will provide services as required during the project's implementation phase. Reporting directly to the Project Manager for OYE, the LSPs will engage with both SNV personnel directly involved in the project and those providing indirect support, as well as collaborating with the private sector companies and government.

3. Key activities, outputs and deliverables

The core responsibilities of the LSP encompass market opportunity identification, youth recruitment, provision of life skills and business training, dissemination of vocational skills and market access information, establishment of connections with local government entities and skill development providers, and facilitation of mentoring and internship/apprenticeship opportunities.

Table 1 Activities and timeframe

No.	Activities	Timeframe
1	Contract signing, co-creating implementation strategies and plan and inception meetings	August 2024 to September 2024
2	Facilitate recruitment of youths into the program through community engagement and orientation on market opportunities Report presented and approved	October 2024 to April 2025
3	Facilitate trainings: 5-day training in Basic life and business skills, 5-day training in financial literacy and savings and lending methodology Report presented and approved	October 2024 to April 2025
4	Facilitate practical technical training and/or undergo apprenticeship and attachment for on-the-job training, experience, and exposure. Report presented and approved	November 2024 to April 2025
4	Providing coaching and mentorship support to the youth entrepreneurs and youth groups Report presented and approved	February 2025 -April 2025
	Selection of youth champions/mentors Capacity building of the champion Monitoring of youth champions Report presented and approved	October 2024 to April 2025
5	Strategic engagement of market actors and relevant private sector companies, Youths provided with access to information, networks, platforms, services and opportunities. Youth are exposed to markets through learning visits and exhibitions. Business cases developed for youth (self) employment and entrepreneurship. Supporting the establishing of linkages with appropriate markets, including export markets Additional targeted support to young women provided to reduce income gap. Facilitating WhatsApp groups creation for harnessing learnings and sharing of information Report presented and approved	September 2024 to April 2025

6	Linking youths to key stakeholders such government, skills development providers and private companies for services and other opportunities Report presented and approved	September 2024 to April 2025
7	Selection of YLEs to be “graduated” Identifying and supporting youth to become champions and maximising their role. Report presented and approved	August 2024 to April 2025
8	Awareness and sensitisation of policies conducted with youth and local stakeholders. Facilitating community and household dialogues Engagement with policymakers at district levels to influence change in policy implementation. Co-ordinated field monitoring visits by stakeholders, particularly national advisory board, government, SNV and Others Report presented and approved	January 2025 to April 2025

Table 2 Expected deliverables

Deliverable	Target for Year 1
Youth entering securing new jobs or markets	1210 youth
Youth receive basic life, financial and business skills training	4400 youth
Youth have access to appropriate financial products and services	2240 trained in YSL
	1142 accessing loans accessing loans through YSL, private sector M/FI and Government
Youth gain market relevant practical and technical training	3080 youth
Youth Champions mentor other youths	110 identified and trained
	2200 coached and mentored
Establish new youth-led enterprises for improved access to products and services	260 youth
Graduated youth-led enterprises (from phase I) grow and meet market demand	110 youth
Private sector firms collaborate with OYE to provide opportunities for 2200 youth	22 private sector firms
Households, communities, and local government increase support and avail resources for youth, particularly for young women	2640 youth
Youth engage with policy makers and private sector in relevant stakeholder forums and platforms	2 localised policy forums
Lessons learnt and best practices are disseminated and promoted at local, national and bilateral level	3080 report access to best practise information

4. Project implementation districts and target value chains

The project is being implemented in nine districts namely, Goromonzi, Murewa, Mutoko, Chikomba, Mutasa, Mutare Umzingwane, Mangwe, Matobo and two metropolitan provinces of Harare and Bulawayo. The table below presents the areas where the project is being implemented, the target value chain and the potential outreach for Year 1

Table 3 Value chain breakdown and potential outreach per district

Target Area	District/Value Chain	Potential Outreach Year 1		
		Young Women	Young Men	Total
Harare province	Harare (Epworth/ Chitungwiza/ Hatcliffe/ Mabvuku-Tafara & Hopely & Mbare suburbs)- Horticulture/ Green Jobs/ Small livestock (Rabbitry/ Poultry/ Apiculture)	220	188	408
Bulawayo Province	Bulawayo- Horticulture/ Green Jobs/ Small livestock (Rabbitry/ Poultry)	227	193	420

Mashonaland East Province	Goromonzi- Horticulture/ Small livestock/ Green Jobs/Small grains (including pulses)	370	315	685
	Murewa-Horticulture/ Small livestock/ Green Jobs/Small grains (mostly pulses)	279	237	516
	Mutoko-Horticulture/ Small livestock/ Green Jobs/Small grains (including sorghum, millets & pulses)	226	193	419
	Chikomba-Horticulture/ Small livestock (including apiculture)/ Small grains (including pulses) / Green jobs	178	153	331
Manicaland Province	Mutasa- Horticulture/ Small livestock (including Poultry & Apiculture)/ Green jobs	194	177	371
	Mutare-Small livestock (including Poultry)/ Horticulture/ Green Jobs	224	197	422
Matebeleland South Province	Umzingwane- Horticulture/ Small livestock (including Apiculture)/ Green jobs	168	143	311
	Mangwe-Small livestock (including Poultry & Apiculture)/ Small grains (sorghum/ millets)/Horticulture/Green jobs	190	162	351
	Matobo-Small livestock (including Poultry)/ Green Jobs/Horticulture/ Small grains (sorghum/ millets)	89	76	165
	TOTAL	2366	2034	4400

5. Requirements/Profile:

Local service providers need to have demonstrable knowledge, experience, and skills in the following areas;

- Training delivery to rural youth with limited education and entrepreneurship experience, in any of the following two sectors; agriculture and renewable energy.
- Small enterprise development, coaching and mentoring in any of the two sectors mentioned above.
- Linking enterprises with relevant market players such as private sector companies, financial institutions, and local government authorities.
- Experience with gender-based value chain analysis and young women economic empowerment initiatives.
- Knowledge and experience with application of climate smart agricultural practices and green jobs
- Clear sustainability plan.
- Demonstrated work experience in the field of private sector engagement for youth employment and entrepreneurship.
- Proven experience in strengthening the capacities of the private sector for developing inclusive business models.
- Must be an entity legally registered in Zimbabwe, as an association, union, business Hub or TVET/ Skills Development Institution, Grassroot/community-based organisation local NGO, consultant firm/ individual.
- Demonstrate local presence and eligibility to work in the selected districts (physical offices/ MoUs etc). It will be a requirement to have evidence of local presence with an existing project/business operation in target district related to youth and women economic empowerment.
- Good understanding of energy and agriculture market systems and the opportunities they present for youth employment and entrepreneurship.
- Preferred organisations should have a network/database of youth (agricultural producers, processors, and energy entrepreneurs) that can leverage on OYE to enhance the organisations' value proposition and improve their business model leading to an increased and sustainable youth employment.
- Any organisation running an onsite business in Agricultural value chains, energy, or Green Jobs with farm or productive assets for entrepreneurship demonstrations will be an added advantage.
- Demonstrate strong financial and management systems.
- Women-led organisations/ institutions are encouraged to apply.

6. Evaluation criteria

The evaluation of the bids will be based on the criteria presented below.

	Criteria	Maximum score
1	Past Performance – Quality and relevance of previous work conducted by the firm/Organization. Based on references provided by the contracting companies, and a sample of a piece of comparable, previous work completed by the firm within the last 12 months.	20
2	Technical Proposal – demonstrating 1) a clear understanding of the assignment 2) a viable and appropriate methodology, and 3) a realistic operational plan (including with proposed timeline) 4	30
3	Team Composition and structure – Relevance of the proposed team structure to the methodology and the task assigned; Qualifications and relevant experience of the key personnel (CVs)	15
4	Evidence of local presence with an existing project/business operation in target district related to youth and women economic empowerment	15
5	Proposed added benefits to the business model of the organisation by the OYE Project.	20
	TOTAL	100

7. How to apply

Interested qualified candidates are requested to submit the following:

1. A technical proposal containing the following;

- Proposed targets regarding youth enrolment and training, and (self) employment – including detailed outline of how the applicant intends to achieve the 50:50 gender balance in terms of quantitative and qualitative indicators. The application must clearly demonstrate that the applicant has the resources in staff and vehicles to cover their proposed targets.
- Proposed geographical focus and sector/sub-sector selection.
- Proposed activity plan and methodology, considering the aspects mentioned in section 3 and 4 of this ToR, and clearly showing which staff proposed will be conducting which activities. To be verified by their CVs at a later stage.
- Indication of available in-house skills and competencies/areas of expertise related to section 5 above and provide at least two examples of similar assignments (outside of SNV) successfully completed over the past three years with contact details of the contracting party.
- CVs and commitment letters of the key personnel that will participate in the assignment – clearly showing the skills that they bring to the target areas of the assignment outlined in Section 8. Please note - failure to provide listed key personnel shall result in cancellation of the awarded contract.

2. A financial proposal (detailed activity-based budget breakdown including salaries/ fees, transport costs, and overhead costs only). Applicants will not be conducting any procurement under these contracts for any services.

3. Mandatory Requirement - Organization Documents

- Company profile
- Certified copy of Tax certificate and Tax Clearance Certificate
- Certified copy of company/NGO registration certificate
- Proof and confirmations that statutory social services contributions, taxes, etc required by the national law have been paid
- Audited Financial Statement for the last financial year

Failure to provide any of the above mandatory Organisation Documents will result in elimination of the applicant's bid.

8. Submission

All submissions should be sent electronically to: ZimbabweProcurement@snv.org with the headings below –

- a) OYE++/LSP/001 Technical Proposal Name of Bidder
- b) OYE++/LSP/001 Financial Proposal Name of Bidder

Please ensure to indicate the name of the organisation (name of bidder).

The deadline for sending in submissions is **31 August 2024**. Only applicants that have been selected for further discussion will be contacted. If you do not hear from us by 30th September 2024 consider your application unsuccessful.

We do not appreciate third-party mediation based on this advertisement. SNV believes in and follows competent selection procedures to ensure quality outcomes in all of its assignments.



Impact
that matters

Sample Contract

Consultancy Agreement for [title and Agreement no.]

THIS CONSULTANCY AGREEMENT is made on [insert date] between:

1. **Stichting SNV Netherlands Development Organisation** (a foundation established under Dutch law), registered at Parkstraat 83, 2514 JG The Hague, The Netherlands, [Add if applicable - represented by SNV in [Name of Country Office]] hereinafter referred to as "**SNV**", legally represented by [name, title];

and

2. [full legal name of Party] (a corporation duly incorporated in [country] /an organisation established under [jurisdiction]), registered at [full address plus country] hereafter referred to as "**Consultant**", legally represented by [name and title]

hereinafter together and individually also referred to as the "**Parties**" respectively "**Party**".

BACKGROUND

- A. [Adapt – include the following in case the consultant assignment is funded through donor funds: SNV has been awarded Contract No.: [insert number contract] ("the Contract"), with [insert name donor] ("Donor"). SNV desires to engage the Consultant for certain portions of the effort under the Agreement to the Consultant; and
- B. The Consultant desires to assume the obligation to perform such portions of said effort, subject to the terms and conditions of this Agreement. The Consultant will support SNV in the effort defined by the Terms of Reference set out in Annex I (the "Services"), in accordance with the terms and conditions of this Agreement.

Annexes: I – Terms of Reference
II- Fees
III – Invoicing Specifications

IT IS AGREED AS FOLLOWS:

10 Article 1 Purpose and Scope

- 1.1 The purpose of this Agreement is for SNV to contract the Consultant to perform the Services in conformity with the provisions of this Consultancy Agreement, in consideration of the payments to be made by SNV to the Consultant (the "Fees").
- 1.2 SNV and the Consultant may agree in writing to amend the Services or to add additional annexes describing further services to be performed by the Consultant.
- 1.3 The Consultant shall carry out all Services in full accordance with all provisions of this Consultancy Agreement (including the Agreement) and in conformity to the level expected of a qualified, competent service provider exercising good faith, care and diligence in the performance of his/her obligations under this Consultancy Agreement.

11 Article 2 Entry into Force, Duration and Termination

- 2.1 An entity becomes a Party to this Agreement upon signature of this Agreement by a duly authorised representative.
- 2.2 This Agreement shall continue in full force and effect until the Services subject to this Agreement have been provided.
- 2.3 The Services shall be completed by the Consultant [Adapt - before [insert date] and/or in [number of working days]].

2.4 With regards to all dates and time periods set out in this Agreement time is of the essence. A failure by Consultant to complete the Services within the relevant time for completion immediately constitutes a material breach of contract by the Consultant.

12 Article 3 Fees and Payment

3.1 The Consultant shall be entitled to the Fees set out in Annex II to this Consultancy Agreement. The Fees are [Adapt – inclusive OR exclusive of VAT]. All other costs (including taxes, levies or duties to be paid) of the Consultant are for the account of the Consultant and are deemed to be included in the Fees.

3.2 The Fees will be paid to Consultant within 30 days of receipt of invoice, as set out below as stated in Annex II or article 3.1.

3.3 SNV shall not be obliged to compensate the Consultant for any work performed or expenses incurred in excess of the agreed Fees as stated in Annex II or article 3.1, unless otherwise agreed in writing by the Parties.

3.4 The Consultant shall submit (an) invoice(s) in accordance with the payment schedule outlined below, in accordance with the instructions herein, (original plus one copy), to the attention of [insert name and title of SNV responsible] at the following address:

[insert address]

[OR:

The fees will be paid to the Consultant once a month, based on the amount of days spent unless there is disagreement in which case SNV is entitled to suspend and/or withhold payment].

3.5 All invoices must be submitted for payment in the proper format as outlined in Annex II. SNV is under no obligation to reimburse the Consultant for invoices received later than 30 days after performance of work; unless such invoice has been delayed due to SNV directed changes in scope requiring mutual agreement in terms of scope, schedule and price adjustments.

3.6 Payment to the Consultant shall be made within 30 (thirty) calendar days of the SNV's receipt and approval of the final invoice.

3.7 [Insert name and title of SNV responsible] or his/her designated representative shall certify invoices to the effect that services have been conducted in a timely manner and are of satisfactory quantity and quality as per the Terms of Reference (Annex I) before final payment shall be executed. Payment will be made [Adapt - by Cheque to the following address [Insert address]

OR to the nominated Bank account below:]

Account name:	[insert]
Account number:	[insert]
Bank:	[insert]
Branch:	[insert]
Swift code:	[insert]
IBAN	[insert]

13 Article 4 Planning, Reporting and Notices

4.1 The Consultant will provide the following reports to the [Insert title of SNV responsible]:

Report	Period / deliverables covered	Deadline
[Populate and adapt as required]	[Populate and adapt as required]	[Populate and adapt as required]

- 4.2 [Adapt as required - Reports must contain information regarding the progress of the services, the extent to which these have been achieved, as well as an account of any challenges and proposals for resolving them].

14 Article 5 Representations and Warranties

- 5.1 The Consultant, in all matters relating to this Agreement, shall be acting as an independent contractor. Neither the Consultant nor any of the persons furnishing materials or performing work nor services required by this Agreement shall be SNV employees within the meaning of, or the application of, any industrial or labour law.
- 5.2 The Consultant shall, at its own expense, be responsible for compliance with all requirements and obligations relating to its employees under all applicable local laws, statutes, ordinances, rules, and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, colour, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; and all other employment, labour, or benefits related laws.
- 5.3 The Consultant shall procure all licenses and permits and pay all fees and other required charges necessary to conduct its business, all at its expense.
- 5.4 Taxes, if any, in relation to this Agreement, shall be borne by the Consultant. The Consultant fully indemnifies SNV in respect of any claims arising from the Consultant's failure to pay taxes.

Article 6 Liability

- 6.1 The Parties agree that, except in case of Force Majeure, if a Party fails to discharge its obligations under this Agreement, the other Party is entitled to give notice of default. The notice of default will be given in writing, and the defaulting Party will be given 30 days in which to discharge its obligations. If the defaulting Party fails to discharge its obligations by the end of the time limit set, the defaulting Party is held to be immediately in default as from that date. A Party who imputably fails to discharge its obligations is liable to the other Party for any direct loss incurred by the other Party. The total liability of direct damages caused by a Party under this Agreement shall not exceed the total amount of the Fee.
- 6.2 No Party shall be liable for indirect damages, including but not limited to consequential damages, lost profits and lost savings. The limitations on the total liability for direct damages mentioned in this article will not apply if and insofar as damages have been caused intentionally or by gross negligence of a Party.
- 6.3 The Consultant warrants that it has taken out the proper insurance for the above-mentioned liabilities.
- 6.4 Notwithstanding anything else in this Agreement or any legal requirement none of the Parties shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him/her before the end date of this Agreement.

Article 7 Force Majeure

- 7.1 In case of Force Majeure, the Consultant is entitled to suspend the obligations for the duration and extent of the Force Majeure, provided that the other Party shall have been notified in writing of the Force Majeure. Force Majeure are those situations which prevent the execution of the Services or the Agreement and which are not imputable to the concerned Party pursuant to law, this Agreement or according to generally accepted standards and as a result are not attributable to that Party.

Article 8 Non-disclosure of Information

- 8.1 The Parties agree that any and all information regarding the Parties' business - disclosed during the Agreement, in whatever format - shall be deemed confidential if the nature of information is confidential and of which the other Parties reasonably know or should know that information is confidential (such as, but not limited to, technical, commercial, financial and legal data/information). Parties agree that they will treat the confidential information in confidence, and they shall not, without the prior written consent of the Party concerned, use or disclose the confidential information to any third Party.
- 8.2 The obligation set forth in the previous Article 8.1 shall not apply to knowledge for which Party can prove that:
- (a.) It is or, since the Agreement entered into force has become, publicly known, through no fault of the Party involved;

- (b.) It is developed independently of the received information;
- (c.) It is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party;
- (d.) It is to be disclosed pursuant to the Agreement or requirement of a court, administrative agency or other governmental body, provided that each Party shall notify (where permitted by law) the other Party so as to afford the other Party an opportunity to intervene and prevent the disclosure.

Article 9 Intellectual Property Rights

- 9.1 Unless otherwise agreed by the Parties in writing, intellectual property and other property rights in regard to any documents, materials and other works used in or resulting from the activities under this Agreement shall remain with the originating Party.
- 9.2 Each Party shall be entitled to a worldwide, irrevocable, non-exclusive, royalty-free license to use, translate and publicly distribute any documents, materials and other works directly arising from the collaborative activities under this Agreement, subject to agreement from the Donor and provided that any such publication appropriately acknowledges the role of the other Party in the respective activity.
- 9.3 Each Party shall ensure that intellectual property rights of the other Party or third parties are not infringed during the course of this Agreement. Parties will exchange knowledge in the context of the Project, tasks and obligations arising from this Agreement.
- 9.4 Parties agree that in line with the conditions detailed in the Agreement, any information and documents in connection with this Project will be made available to the Contracting Authority to use, free of charge, for the purpose of policy formulation, implementation and evaluation in the area of sustainable development.

Article 10 Suspension and Termination

- 10.1 If the Consultant does not perform the Services in full and in accordance with the terms of the Agreement, regardless of the cause, SNV may, by written notice to the Consultant, suspend all payments to Consultant hereunder if Consultant fails to perform any of its obligations under this Agreement, provided that such notice shall (i) specify the nature of the failure; and (ii) shall request Consultant to remedy such failure within thirty (30) days after receipt by the Consultant of such notice.
- 10.2 The Parties may agree on an additional term to cure the noncompliance ("**Cure Period**"). If the Consultant is unable to cure the breach at the end of the Cure Period, SNV may, at its sole discretion, immediately terminate the Agreement. The Consultant shall be paid for all its services performed (and not yet paid) up to the termination of this Agreement.
- 14.3 Parties have the right to terminate the Agreement, upon written notice, with immediate effect:
 - (a.) In the event another Party is in state of bankruptcy or suspension of payment or a petition to that effect is filed by or against that Party;
 - (b.) In the event the business of the other Party is wound up;
 - (c.) If a Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 14;
 - (d.) In case of Force Majeure that continues for more than ninety (90) days.
- 10.4 Upon termination of the Agreement, the Consultant shall deliver all materials related to the Services to SNV.
- 10.5 In the event of an early termination, the Parties will remain bound by the Articles 5, 8, and 9 of this Agreement.

Article 11 Amendments

This Agreement may only be amended by written agreement between SNV and the Consultant.

Article 12 Replacement of personnel & Duty to Cooperate

- 12.1 If during the course of the project the Consultant requests in writing, and SNV approves, the re-assignment of nominated personnel, then any replacement approved in writing by SNV shall be provided at no cost to SNV.

12.2 [Adapt – include the following in case the consultant assignment is funded through donor funds: Taking into account that the Services to be provided by the Consultant are only one element of the total services to be provided to the Donor under the Agreement by SNV,] the Consultant shall cooperate with SNV and execute such instruments and documents and take such other actions as may reasonably be requested by SNV from time to time in order to assist SNV to carry out, evidence [Adapt - or confirm to the Donor] the proper execution of the Services [Adapt - in relation to the total services to be provided under the Agreement with the Donor].

Article 13 Location of Services

The Services will be performed at [insert location].

Article 14 Governing Law, Disputes and Arbitration/Jurisdiction

- 14.1 This Agreement and the performance thereof shall be governed and construed in accordance with the laws of The Netherlands.
- 14.2 Parties shall first try to resolve all disputes that arise from or as a result of the performance of this Agreement out of court. If any dispute arises out of or in connection with this Agreement, representatives of the Parties will, within 14 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved in that meeting, the Parties will attempt to settle it by mediation in accordance with Article 14.3.
- 14.3 Parties shall attempt to agree on a neutral mediator. Should Parties not be able to agree within 14 days of notice from one Party to the other requesting mediation, [then either Party may request a mediator be appointed by [please insert a neutral organisation]]. The appointment of [name of neutral organisation or person] shall be binding on the Parties unless they agree to another mediator at any time.
- 14.4 [Adapt – Any and all disputes between the Parties that cannot be resolved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be The Hague, The Netherlands, with one arbiter appointed who shall conduct the arbitration in the English language.

OR

- 14.4 [chose only for an Agreement between Dutch Parties- Any and all disputes between the Parties arising from, or in connection with, this Agreement and/or any agreement, arrangement or undertaking arising from this agreement shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands.]]

Article 15 Notices

Notices under this Agreement shall be in writing and shall be sent by mail, by email or by telefax, to the following designated representatives:

For SNV:		For the Consultant:	
Name:	[insert]	Name:	1. [insert]
Title:	[insert]	Title:	[insert]
Address:	[insert]	Address:	[insert]
Phone:	[insert]	Phone:	[insert]
E-mail	[insert]	E-mail	[insert]

Article 16 General Provisions

- 16.1 Any changes or amendments to this Agreement shall be made in writing and signed by both Parties. A Party shall not withhold its approval to any changes or amendments that are reasonably required to successfully complete the Project or to fulfil any obligation in relation thereto.
- 16.2 Parties shall not support, encourage or accept human rights violations, child labour or forced labour as part of their business or primary activities.
- 16.3 The Consultant shall perform all its obligations under this Agreement with the necessary skill, diligence, efficiency, and economy to satisfy general accepted professional standards expected from experts and in accordance with SNV’s Code of Conduct.
- 16.4 The Consultant agrees to undertake all reasonable efforts to ensure that none of the fees received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided hereunder do not appear on the list maintained by the UN

Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>. This provision must be included in all subcontracts or sub agreements entered into under this Agreement.

The Consultant will immediately notify SNV in writing if it becomes aware of any breach of clause 16.4 or suspects a breach.

- 16.5 Parties shall not support, encourage or accept fraud and corruption in relation to the Services or in their business or primary activities. If the Consultant or any person associated with the Services becomes aware or suspects the existence of fraud, corruption, bribery or other irregularities, these shall immediately be brought to the attention of SNV
- 16.6 The Consultant agrees that, on signing this Agreement, there are no known conflicts of interest with respect to this Agreement and that no SNV employee will receive any direct or indirect benefit arising from this Agreement. If, after award, the Consultant discovers either an actual or potential organisational conflict of interest with respect to this Agreement, it shall make an immediate and full disclosure in writing to SNV which shall include a description of the action(s) which the Consultant has taken or proposes to take to avoid, eliminate or neutralise the conflict.
- 16.7 The Parties shall work exclusively together in relation to the Services, act in good faith towards the other during the entire duration of this Agreement and refrain from any action which is incompatible with the meaning and purpose of this Agreement.
- 16.8 This Agreement, nor any of its obligations included herein, can be (partly) subcontracted or assigned without prior written consent of the other Party and must be laid down in writing.
- 16.9 If any of the provisions of this agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 16.10 Parties shall adhere to all statutory requirements in respect to the processing of personal data as provided by the EU General Data Protection Regulation.
- 16.11 This Agreement may be executed in any number of parts each of which, when executed by one or more Parties hereto, shall constitute an original document but all of which shall together constitute one and the same instrument.

SIGNED BY:

Stichting SNV Netherlands Development Organisation

[Full legal name of the Consultant]

Name: [insert]
Position: [insert]
Place: [insert]
Date: [insert]

Name: [insert]
Position: [insert]
Place: [insert]
Date: [insert]

Signature:

Signature:

Attachment I: Terms of Reference

[Insert Terms of Reference]



Impact
that matters



ATTACHMENT II: Fees

[Insert Fees.

Please indicate total maximum amount and whether the fees are inclusive/exclusive of Value Added Tax (VAT)]



Impact
that matters



15 ATTACHMENT III: Invoicing Specifications

It is understood and agreed that expenses in excess of those authorised as well as other unapproved expenses incurred by the Consultant in carrying out this programme shall be met with funds other than those provided under this Agreement.

Invoices shall be [Adapt – emailed / sent] to the following:

Stichting SNV Netherlands Development Organisation

Name: [insert]

Position: [insert]

SNV address [insert]

Email [insert]

Each invoice must contain the following information:

- Consultant's TIN number
- Consultant's name and address
- Consultant's 'remit to' address (if other than Name and Address listed in this Agreement)
- Consultant's bank account and SWIFT number
- Consultant's invoice number
- Date of invoice
- Agreement Number (listed on cover page of Agreement)
- Period of Performance for which invoice is submitted
- Total Charges for this invoice
- Cumulative amount invoiced to date for each line item on the invoice

Invoices should be accompanied by scanned copies of original [insert reference to name of fiscal device in your country] receipts and Delivery Notes (if applicable)

In the absence of a valid tax clearance, 30% shall be deducted on the point of payment.

Invoices shall contain a written certification as to its accuracy, signed and dated by a duly authorised agent of the 'Consultant', essentially similar to the language below:

"I hereby certify that the above invoice is correct and just, that the costs included herein have been incurred and that payment therefore has not been received; that it is in accordance with the terms and conditions of the Agreement and that all services/supplies shown in this invoice have been performed, delivered, or incorporated into an item to be delivered.

Additional Instructions:

Invoice at the budget line-item level shall be submitted to the [insert title of relevant SNV Country Office representative] in accordance with the payment schedule.

Funds may not be adjusted within the items of expenditure without prior written approval from SNV.