

**REQUEST FOR PROPOSAL (“RFP”)**

**PROVISION OF CONSULTANCY SERVICES TO EVALUATE AND ADVISE ON IMPROVEMENTS TO SNV’s INTERNAL CONTROL FRAMEWORK**

**CLOSING DATE: 4 JUNE 2021**

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**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO EVALUATE AND ADVISE ON IMPROVEMENTS TO SNV’S INTERNAL CONTROL FRAMEWORK**

1. **Background**

Stichting SNV Nederlandse Ontwikkelings Organisatie, hereinafter referred to as “SNV Netherlands Development Organisation” <http://www.snv.org/> is a Dutch based International Development Organisation that applies practical know-how to make a lasting difference in the lives of people living in poverty. We use our extensive and long-term in-country presence to apply and adapt our expertise in agriculture, energy and WASH to local contexts. SNV has over 1,300 staff in more than 25 countries in Asia, Africa and Latin America. This requires us to work with efficiency and to deliver impact at scale.

To help us in our mission, SNV uses a ‘three-line of defence’ model to manage its risk. The Internal Control Framework (ICF) is the first line of defence; and the blueprint for the internal control environment at SNV, set out by management to ensure we achieve our objectives. The ICF identifies SNV’s risks, and key controls that mitigate these risks. All Country Offices are expected to comply with and implement the key controls identified in the ICF.

SNV is seeking suitably experienced service providers (referred to as, singular the “Bidder or plural ”the “Bidders”) to work with the management team (Managing Board and Global Heads) in advising on and proposing improvements in the ICF across SNV as per Term of Reference (“ToR”) attached (**Annex B - The Terms of Reference**).

# SECTION 1

## 1.0 INSTRUCTIONS TO BIDDERS

### 1.1 INTRODUCTION

**SNV NETHERLANDS DEVELOPMENT ORGANISATION** invites interested bidders to submit their technical and financial proposals (the “Proposals”) for the provision of consultancy services as detailed within this document.

### 1.2 EXPERIENCE

The Bidders must be qualified, by meeting the criteria set out in the 3.2 below and demonstrate experience in successfully performing similar services to institutions of similar size and complexity as SNV.

### 1.3 PROPOSAL DOCUMENTS

### The Bidders are required to submit the documents listed in Annex A – Instruction to Bidders, forms PQ-1.

Interested Bidders should submit their proposals by email to: [secmb@snv.org](mailto:secmb@snv.org) as follows:

Technical Proposal (including forms PQ1 – 5) with the email subject indicating: **Technical** **Proposal Internal Control Framework**

**Financial Proposal (including form PQ-6)** with the email subject indicating: **Financial** **Proposal Internal Control Framework**

### 1.4 QUESTIONS ARISING FROM DOCUMENTS

Questions that may arise from the Request for Proposals documents should be directed to the address is given in 1.3 above, ***No later than 31 May 2021.***

### 1.5 Indicative timeline

The table below provides a summary of the timelines with tentative deadlines:

|  |  |
| --- | --- |
| Activity | Deadline |
| Deadline to request for additional information | 31 May 2021 |
| Deadline for submission of proposals | 4 June 2021 |
| Notification of selected partner | 8 June 2021 |
| Contracting of selected partner | 11 June 2021 |
| Start date of selected partner | TBC |
| End date | **No later than 23 July 2021** |

# SECTION 2

## 2.PROPOSALS DATA FORM INSTRUCTION

### 2.1 PROPOSALS DATA FORMS

The attached Annex A – Instruction to Bidders, forms PQ-1, PQ-1bis; PQ-2, PQ-3, PQ-4, PQ-5, PQ-6 as listed below, are to be completed by Bidders who wish to deliver the services requested by SNV:

|  |  |
| --- | --- |
| PQ-1 | Registrations |
| PQ-1 Bis | Basic Due Diligence Form |
| PQ-2 | Proposal Data |
| PQ-3 | Personnel |
| PQ-4 | Past Experience |
| PQ-5 | Technical Proposal |
| PQ-6 | Financial Proposal |

**INCOMPLETE APPLICATION**

Application forms that are not filled, serialized and submitted in the prescribed manner may not be considered. All documents that form part of the proposal must be written in English language.

**TENDER DATA**

It is understood and agreed that the data on prospective bidders will be used by **SNV** in determining, according to its solejudgment and discretion, the qualifications of prospective bidders to perform in respect to the tender lots described by the client. It will be kept secure in line with SNV’s commitment to EU GDPR 2018, and only used for programming purposes. It will be destroyed after 7 years in line with data requirements.

### 3.2 ESSENTIAL CRITERIA FOR QUALIFICATION

**Bidders must be able to commit to concluding services by 23 July 21.**

**EXPERIENCE**

Bidders shall have at least three (3) years’ experience in the supply of consultancy services relating to Risk Management and Internal Control and can demonstrate experience in developing Internal Control Frameworks.

Previous experience with NGOs and/or institutions of similar size and complexity of SNV will be considered an advantage.

Please note that, Bidders require special experience and capability to organise supply and delivery of services at short notice.

**PERSONNEL**

The names and pertinent information and the CVs of the key personnel for individuals or groups to execute the contract must be indicated in Form PQ3.

**PAST PERFORMANCE**

Past performance will be given due consideration in qualifying Bidders. Evidence of outputs delivered for past customers should be included in Form PQ4 where possible.

**FINANCIAL PROPOSAL**

The Financial Proposal should reflect the overall financial proposal of the Bidder, taking into account the costs incurred to perform the full range of activities included in this RFP, in accordance with the described Scope of Work and appropriate alignment on interest.

The Bidder should provide the level of management fees and costs that it will charge for the full range of activities to be performed, as well as proposed methodology for their calculation.

All costs shall be included in the Proposal and shall be detailed (the Proposal shall refer to all services included in this RFP).

### 3.3 OUTLINED SUPPLY AND DELIVERY PROCEDURES

The Bidder should also submit a brief statement of supply and service delivery methods and procedures plans to be used to execute the contract in Form PQ2

### 3.4 PROPOSAL EVALUATION CRITERIA

|  |  |  |  |
| --- | --- | --- | --- |
| ***No*** | ***Information Required*** | ***Form Type*** | ***Point Score*** |
| 1 | Past Experience and Performance | PQ-4/ PQ-5 | 20 |
| 2. | Personnel | PQ-3 | 10 |
| 4. | Technical Proposal | PQ-5 | 35 |
| 5. | Financial Proposal | PQ-6 | 35 |
|  | **TOTAL** |  | **100** |

**Annex A – Instruction to Bidders**

|  |  |
| --- | --- |
| PQ-1 | Registrations |
| PQ-1 Bis | Basic Due Diligence Form |
| PQ-2 | Proposal Data |
| PQ-3 | Technical Personnel |
| PQ-4 | Past Experience |
| PQ-5 | Technical Proposal |
| PQ-6 | Financial Proposal |

#### FORM PQ-1 : Registration

The Bidders are required to submit the following documents as part of their applications:

1. Documented legal status/proof of Bidders’ registration and compliance with Legal, Tax and Insurance requirements, if needed;
2. Copy of V.A.T Registration Certificate
3. Copies of business permits and licenses
4. Documented UBO Registration filing (if already done and if applicable) or equivalent UBO declaration;
5. Basic Due Diligence Form (Form PQ-1 Bis)
6. Brief outline of the similar projects/services implemented for the last 3 years;
7. List of all staff proposed to conduct the activity, including their job titles and outline of responsibilities within the organization

Applications of Bidders that do not submit all documents listed above may not be considered.

**SNV** reserves the right to request submissionof additional information from Bidders.

**FORM PQ-1 Bis – Basic Due Diligence Form**

SNV conducts due diligence on all consultants, vendors and partners with whom we work as part of our commitment to our donors as well as to the delivery of quality services and programming. In this way, we aim to ensure the best use of the funds with which we are entrusted.

The data supplied in this due diligence framework will be validated by SNV through remote and/or physical checks. In accordance with SNV’s General Data Protection Regulation (GDPR) framework (which complies with the European Union’s GDPR 2018), the hardcopy and electronic data you provide will be kept secure and will only be used by SNV for programming and procurement purposes. Data will be kept for 10 years at which point it will be destroyed. By submitting your signed due diligence framework, you stipulate that you agree with this data use, storage and protection.

Please complete the following form to the best of your ability. If you have any questions, please contact [secmb@snv.org](mailto:secmb@snv.org) at SNV.

Please provide copies of all attachments and documents that are requested in the form. If you are not able to provide relevant documentation, please provide a justification in the relevant section below.

## Part A – General information

|  |  |
| --- | --- |
| Name of partner/vendor/consultant |  |
| Trading name (if different from above) |  |
| Postal address |  |
| Physical location of business premises | Town: |
| Street: |
| Plot No. |
| Building name: |
| Floor: |
| Primary contact person | Name: |
| Mobile number: |
| Email: |
| Nature of organisation (e.g. sole proprietorship, non-governmental organisation, public limited company, partnership, etc) |  |
| Name(s) of the proprietor, directors or partners and their nationality | |
| Name, nationality and position held |  |
| Name, nationality and position held |  |
| Name, nationality and position held |  |
| Name, nationality and position held |  |
| Partner/vendor/consultant operations | Year established/registered: |
| Duration of operation: |
| Objectives, mandate, mission: |
| Outside of your registered physical premises listed above, list the address of any and all offices from which you operate to provide services |  |
| Vendor/consultant registration no. and country of registration (attach copy) | Country of registration:  Number: |
| VAT registration no. (attach copy) | Number: |
| Tax identification number registration (attach copy) | Number: |
| Trade licence/business permit (attach copy) | Number: |

## Part B – Eligibility

|  |  |  |
| --- | --- | --- |
| Do any of the following apply to your firm/company/organisation, or to (any of) the director(s)/partner(s)/proprietor(s) | | |
| Have you or your principals been the subject of legal proceedings for insolvency, bankruptcy, receivership or your business activities suspended for related reasons? | *Yes / No* | *If yes, give details* |
| Have you been convicted of a criminal offence related to business or professional conduct? | *Yes / No* | *If yes, give details* |
| Have you had any contracts terminated for poor performance in the last five years, or any contracts where damages have been claimed by the client? | *Yes / No* | *If yes, give details* |

## Part C – Conflict of interest

Please provide answers to the following statements:

|  |  |
| --- | --- |
| To the best of your knowledge, have you or any employee or staff member of your organisation or firm, ever been employed by SNV? | *Yes or No* |
| If yes, provide the name of the person in your organisation, and a description of the employment period, including job title, the duration of the employment period, the country of employment. | *Give details* |
| Is any employee or staff member of your firm, company or organisation related (by blood, marriage or otherwise) to any employee of SNV? | *Yes or No* |
| If yes, please provide the name of your staff and the name of the SNV staff member they are related to. State the nature of the relationship. | *Give details* |
| Are there any other potential conflicts of interest between you/your firm, company or organisation and SNV or any of its partners, staff, offices, contracted consultants or vendors? | *Yes or No* |
| If yes, please provide further information here. | *Give details* |

## Part D - Sworn statement

Having provided the information, we hereby state:

That the information furnished in this form is accurate and true to the best of our knowledge.

We enclose all the documents and information required for this due diligence check.

Date: ………………………………………………………………………………………………

Represented by: ………………………………………………………………………………

Signature: …………………………………………………………………………………………

Stamp / Seal ……………………………………………………………………………………

#### FORM PQ-2 : CONSULTANT/COMPANY PROPOSAL DATA

|  |  |
| --- | --- |
| **Bidder Identification** | |
| Legal name of firm |  |
| Street and Address |  |
| City |  |
| Country |  |
| Telephone No. |  |
| Contact Person |  |
| Title |  |
| **Business Information** | |
| Management Personnel |  |
| MD |  |
| Director |  |
| General Manager |  |
| Treasurer |  |
| Other |  |
| Partnership (if applicable) |  |
| Name of partners |  |



#### FORM PQ-3 : TECHNICAL PERSONNEL

**Name**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professional qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length of service with Consultant

or position held : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professional qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length of service with Consultant

or position held : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professional qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length of service with Consultant

or position held : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professional qualification : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length of service with Consultant

or position held : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### FORM PQ-4 : PAST EXPERIENCE

**NAMES OF CLIENTS AND VALUES OF CONTRACTS/ORDERS IN THE LAST THREE YEARS FOR WHICH THE BIDDER HAS DELIVERED SIMILAR SERVICES.**

**WHERE POSSIBLE, PLEASE PROVIDE EVIDENCE OF DELIVERED OUTPUT.**

CLIENT 1

Name of 1st client (organization)……………………………………………………………..…

Address of client (organization)……………………………………………………………………

Name of contact person at the client (Organization)……………………………….…..

Client Telephone Number……………………………………………………………………………

Value of contract…………………………………………………………………………………………

Duration of contract (Date)…………………………………………………………………………

CLIENT 2

Name of 2nd client (organization)……………………………………………………………..…

Address of client (organization)……………………………………………………………………

Name of contact person at the client (organization)……………………………….…..

Client Telephone Number……………………………………………………………………………

Value of contract…………………………………………………………………………………………

Duration of contract (Date)…………………………………………………………………………

CLIENT 3

Name of 3rd Client (organization)..……………………………………………………………..…

Address of client (organization)……………………………………………………………………

Name of contact person at the client (organization)……………………………….…..

Client Telephone Number……………………………………………………………………………

Value of contract…………………………………………………………………………………………

Duration of contract (Date)…………………………………………………………………………

Others:

……………………………………………………………………………………………………………….……………..

#### FORM PQ-5 : TECHNICAL PROPOSAL

Please provide a technical proposal outlining your methodology for evaluating SNV’s Internal Control Framework and advising on improvements in accordance with the requirements set in the RFP and the ToR (Annex B).

Please include information on planned timelines and delivery dates.

Please note that the deadline for completion of the assignment is **23/07/21**.

**FORM PQ-6 - FINANCIAL PROPOSAL**

Please complete the table below with your proposal.

Financial proposals must be submitted in Euro. All payments will be made by SNV in Euro.

Please consider that, Stakeholders availability has to be duly considered in planning Phase 3 below.

Please note that the deadline for completion of the assignment is **23/07/21**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | **Number of Hours** | **Cost per Hour** | **To be delivered by (date)** | **Total cost per phase** |
| **Phase 1**: review of documents (SNV Policies and procedures, current ICF) and identification of gaps/ areas of improvements (Activities a) and b) as identified in the ToR) – submission of preliminary written report. |  |  |  |  |
| **Phase 2**: consultation with relevant Stakeholders (Activity c) as identified in the ToR) – submission of written Feedback |  |  |  |  |
| **Phase 3**: Submission of written Report to management with advice on gaps in existing Keys controls and ICF and proposed updates (Activity d) as identified in the ToR) |  |  | **23/07/21** |  |
| Other activities deemed necessary to deliver the services requested. Please specify |  |  |  |  |

**Payment Terms:** The Bidders may submit their invoice after the completion of Phase 3.

Any deviation on the agreed deadline for completion of the assignment must be communicated 2 weeks in advance and must be approved by Head of Corporate Affairs.

**Annex B - The Terms of Reference**

**Internal Control Specialist**

SNV is seeking a suitably experienced service providers/Consultant(s) (referred to as, singular the “Bidder or plural” the “Bidders”) to work with the management team (Managing Board and Global Heads) in advising on/proposing the update the ICF across SNV’s 10 functional areas which are:

* Corporate Affairs
* Business Development
* Project Execution
* Planning, monitoring and evaluation
* Contracting and Procurement
* Finance
* Human Resources
* ICT
* Marketing and Communications
* Security

**Objectives**

* Assess, evaluate and identify key risks in SNV’s cross-functional processes and provide expert advice on suggested risk-mitigating controls as identified in SNV’s policies and procedures
* Identify areas for improving operational efficiency in policies and procedures i.e. gaps or weaknesses in controls required to mitigate risks
* Identify and define indicators to help SNV monitor key risks
* Propose updates to SNV’s Internal Control Framework

**Activities**

Phase 1 Review SNV's ICF to understand the current control environment and identify gaps and areas of improvement

1. Review current policies and procedures, and any other documentation deemed necessary, across all 10 functional areas to
   1. identify control activities included in SNV policies and procedures and advise on those considered key
   2. Identify gaps in controls

Phase 2

1. Interviews/workshops with relevant Stakeholders (Management Board and Policy Owners) to
   1. assess objectives of functional areas
   2. identify and analyse risks
   3. agree on key controls

Phase 3

1. Draft a report to management with advice on gaps in existing Keys controls and draft a proposed updated ICF
2. Other activities deemed necessary to deliver the services requested.

**Deliverables and planned timeline**

The Consultant shall include in their technical proposal their proposed timelines for the completing each phase, with the completion of Phase 3 no later than 23 July 2021.

|  |  |
| --- | --- |
| **Deliverables** | **Deadline** |
| **Phase 1**: review of documents (SNV Policies and procedures, current ICF) and identification of gaps/ areas of improvements (Activities a) and b) above) – submit preliminary written report. |  |
| **Phase 2**: consultation with relevant Stakeholders (Activity c) above) - submission of written feedback |  |
| **Phase 3**: submission of written report to management with advice on gaps in existing Keys controls and ICF and proposed updates (Activity d) above) | **23/07/21** |

**Reporting line**

• The selected service provider/Consultant will report to the Head of Corporate Affairs.

* The selected service provider/Consultant will be supported by the Legal and Policy advisor and Internal Audit to ensure that all information required is provided and to set up meetings with key stakeholders involved.
* Internal Audit will check that the deliverables are in line with the quality required by SNV and delivered on time.

**Annex C - A sample Contract**

Consultancy Agreement for [title and Agreement no.]

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

1. **Stichting SNV Nederlandse Ontwikkelingsorganisatie** (a foundation established under Dutch law), registered at Parkstraat 83, 2514 JG The Hague, The Netherlands, 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**

1. SNV desires to engage the Consultant for certain portions of the effort under the Agreement to the Consultant; and
2. 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 (“**ToR**”)

II- Fees

III – Invoicing Specifications

**IT IS AGREED AS FOLLOWS:**

Article 1 Purpose and Scope

* 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”).
  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.
  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.

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.

Article 3 Fees and Payment

3.1 TheConsultant 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 after the completion of **Phase 3**, as defined in the ToR (**Attachment I**) (, 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]

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 to the nominated Bank account below:]

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

Article 4 Planning, Reporting and Notices

4.1 The Consultant will provide the written reports/feedback after Phase 1, 2 and 3 as referred to in the ToR (attachment I).

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].

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:

1. It is or, since the Agreement entered into force has become, publicly known, through no fault of the Party involved;
2. It is developed independently of the received information;
3. It is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party;
4. 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.

* 1. Parties have the right to terminate the Agreement, upon written notice, with immediate effect:

1. 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;
2. In the event the business of the other Party is wound up;
3. If a Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 14;
4. 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 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 the proper execution of the Services.

**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 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: | [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 Nederlandse Ontwikkelingsorganisatie** | | **[Full legal name of the Consultant]** | |
| Name: | [insert] | Name: | [insert] |
| Position: | [insert] | Position: | [insert] |
| Place: | [insert] | Place: | [insert] |
| Date: | [insert] | Date: | [insert] |
| Signature: |  | Signature: |  |

Attachment I: Terms of Reference (“ToR”)

[Insert Terms of Reference – same document as Annex B of the RFP]

ATTACHMENT II: Fees

[Insert Fees.

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

ATTACHMENT III: Invoicing Specifications

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)

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:

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