



AFRICAN DEVELOPMENT BANK
AFRICAN DEVELOPMENT FUND

Multi-Donor Agricultural Fast Track Fund

Guidelines and Toolkit

Recruitment of Individual Consultants As Service Providers by Grant Recipients

Agriculture and Rural Development Department
Procurement & Fiduciary Services Department (ORPF)
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Section 1: Introduction

1. The Guidelines and Toolkit Document for Recruitment of Individual Consultants as Service Providers by Grant Recipients, has been prepared by the AFT to assist its Clients, in both the private and public sectors, in completing their Applications and in carrying out advance procurement activities to expedite project execution.
2. It is formulated under the new **“Procurement Policy for Bank Group Funded Operations”** which, was approved by the Bank’s Boards of Executive Directors on 14 October 2015.
3. The first part of the document is essentially a guidance notes to AFT Grant Applicants and Grant Recipients, containing best practice methods and procedures for:
 - Preparation of the Terms of Reference (TOR) for consulting assignments;
 - Recruitment of Individual consultants by Grant Recipients;
 - Direct recruitment / consulting or single source selection (SSS) of individual consultants; and
 - Competitive selection through shortlisting mostly by public sector entities.
4. On the other hand, the second part is a Procurement Toolkit containing appropriate formats for this work, namely:
 - Procurement Toolkit Appendix 1 – Format for Terms of Reference (TOR)
 - Procurement Toolkit Appendix 2 - Model Requests for Expressions of Interest (REOIs) for Individual consultants;
 - Procurement Toolkit Appendix 3 - Model Requests for Proposals (RFP) for Individual Consultants:
5. Users of this document must be aware that it is a dynamic document that will need to be continuously reviewed and updated to take into consideration the constantly evolving lending environment, operations and practices of the African Development Bank.

Section 2: Recruitment of Individual Consultants by Grant Recipients

6. **General:** These initial sections of the guidelines focus attention on the preliminary procurement activities that an Applicant to the Agriculture Trust Fund (AFT) must go through while preparing to submit its project proposal, whether it is a Private or Public Sector Entity. The overall procurement procedures and processes are captured in the Flowchart in Annex A.
7. Individual Consultants are usually employed by Grant Recipients on assignments for which:
 - A team of experts is not required;
 - No additional outside (home office) professional support is required; and
 - The experience and qualifications of the individual are the paramount requirement.
8. When coordination, administration, or collective responsibility may become difficult because of complexity in the assignment and the number of individuals, it would be advisable to employ a Consulting Firm.
9. In all cases, individual consultants must be considered only if they meet minimum relevant requirements which are determined by the Grant Recipient on the basis of the nature and complexity of the assignment. Individual consultants must be assessed on the basis of academic background and relevant specific experience, and, as appropriate, knowledge of local conditions such as national language, culture, administrative systems, and government organization.
10. Individuals consultants selected to be employed by the Grant Recipient should be the best qualified and also the most experienced in the area of the assignment. They must also be fully capable of carrying out the assignment (Box 1).
11. The Terms of Reference (TOR) for individual consultant's assignment need to be prepared by the Grant Recipient and must be included in the Application Questionnaire (paragraph 11 below). All proposed recruitment of individual consultants should be clearly listed and detailed in the Applicants Procurement Plan (PP).
12. **Assignment Terms of Reference and Cost Estimate:** The Grant Recipient is responsible for preparing the Terms of Reference (TOR) for any assignment, using individual consultants, to be financed under the Agriculture Fast Track Fund, Putting together the TOR for the assignment, is one of the initial procurement activities to be executed when a potential Applicant decides that he/she has a viable project that merits external financing. The TOR must be prepared by a person or persons with adequate knowledge of the assignment.
13. From the time the idea of the main downstream project to be implemented, is thought of, the initial feasibility and other studies required to establish its technical, economic, financial and environmental viability must be seriously considered, because without these the project will not be entertained by any financier. The TOR for these initial studies must define clearly the objectives, goals, and scope of the assignment and

Box 1: Individual Consultants Selection Criteria

According to best procurement practice, individual consultants are selected only on the basis of their (i) qualifications, (ii) relevant experience; and (iii) capability to carry out the assignment.

must mention any existing background information from which the study may begin. The TOR must also list any services and surveys necessary to be carried out and the expected outputs such as data, maps, and reports. In order to provide a level playing field to both parties, the Grant Recipient's and the service provider or consultant's respective responsibilities need to also be clearly defined in the TOR.

14. On the other hand, the TOR must not be too detailed and should not be inflexible. The broad content of a TOR for a typical individual consultants' assignment are outlined in Box 1. Procurement Toolkit Appendix 1 also provides a more detailed outline of the TOR. Sample TORs for specific type of assignment financed by the AFT are also available on the AFT website.
15. It is important for the Grant Recipient to prepare a well-thought-through cost estimate based on which realistic budgetary resources may be earmarked for the assignment. The cost estimate must be based on the Grant Recipient's assessment of the resources that would be needed to carry out the assignment, in terms of experts' time, logistical support, and physical inputs, and resources as described in the TOR for the assignment. Thus the cost estimate is based on the TOR and it provides the basis on which the size of the Grant is decided.

Box 1: Elements of Assignment TORs

The AFT expects the Terms of Reference (TORs) of assignments such as feasibility studies to cover the following:

- *Background or origin of the Assignment*
- *Goals and objectives*
- *Scope of services*
- *Duties and responsibilities of both parties;*
- *Reporting requirements - Outputs or deliverables usually report and timeframe;*
- *Client inputs and counterpart personnel and*
- *Conditions for completion and contract closure.*

Section 3: Selection of Individual Consultant Service Providers by Private Sector Grant Recipients

16. This section focuses on the selection of individual consultant service providers by Grant Recipients in the private sector.
17. The Bank fully recognizes in its Procurement Policy that for the private sector, selection of individual consultants is based on commercial practices. In that regard, the private sector most usually selects consultants or service providers following direct recruitment or single source selection (SSS). This is acceptable provided that the AFT's due diligence comes out to the AFT's satisfaction.
18. Where, in this case, the mode of procurement is not by competition through shortlisting, the AFT undertakes due diligence by examining and assessing the justification of the prices received by the Grant Recipient, to ensure that they reflect; (i) quality in the services to be procured; (ii) fair market prices; and (iii) that the contractual terms proposed by the Grant Recipient for the consultant service provider are fair and balanced (Box 3). Even where, (i) the proposed prices are above market rates; or (ii) the contractual conditions are not equitable; due consideration will further be given to the specific quality requirements of the project, and the AFT may request the Grant Recipient to adopt a different mode of procurement offering more competitive and equitable conditions, only where it is still not fully satisfied after its review.
19. Where the Applicant is a private sector entity, the AFT undertakes its due diligence from the appraisal of the Application through the advance consulting period, and is expected to be concluded before the Grant is approved by the TRC, OC or the Bank's Board of Executive Director. This means that the service provider is expected to be ready to commence the assignment at the time the Grant agreement is signed.

Box 3: Private Sector Due Diligence by the AFT

The due diligence executed by the AFT CU in private sector operations usually includes verification, to its satisfaction, that consulting services as well as any goods and works procured;

- *Are of high quality;*
- *Are appropriate to the project*
- *Are procured at fair market prices; and*
- *That contract conditions adequately protect the project.*

The specific focus of the due diligence review is:

- *Review of the Assignment t Costs, Prices and Assumptions;*
- *Recipient's Procurement Organisation;*
- *Recipient's Procurement Planning;*
- *Recipient's Procurement Practices;*
- *Contract Conditions;*
- *Monitoring of Progress in Project Execution; and*
- *Performance and Completion.*

Section 4: Direct Recruitment / Contracting or Single Source Selection of Individual Consultants by Private and Public Sector Grant Recipients

20. **Introduction:** It is recognized that most private sector Grant Recipients follow direct recruitment / consulting or single source selection (SSS) in their commercial practices. This section outlines the best practice requirements for SSS for both the private and public sectors.
21. **Definition:** Direct recruitment or single source selection of individual consultants is the selection by a Grant Recipient without competition from other individuals, whether in the private or public sector. From the point of view of best procurement practice, SSS does not provide the benefits of competition in comparison with quality and cost. It lacks transparency in selection and could encourage unacceptable practices. On the other hand, Grant Applicants in the private sector and sometimes in the public sector also, see justification for its use. Accordingly, SSS is only used in AFT operations, only in exceptional circumstances, when there is demonstrable justification for it.
22. **Justification:** - Individual consultants may be selected following SSS, provided the Grant Recipient is able to provide a sufficiently detailed justification, in its Application, which must be approved by the AFT. Such justification relates to the tasks to be performed. Acceptable justification under best practice procurement include:
 - For tasks that are a continuation of previous work that the individual consultant has carried out and for which the consultant was selected competitively and had performed more than satisfactorily;
 - Assignments with a total expected duration of less than 6 (six) months;
 - Assignments to be executed under urgent situations;
 - Assignments of value less than US\$ 50,000, where the administrative cost of conducting competition outweighs the possible savings; and
 - When it can be proven that that individual is the only consultant qualified for the assignment.
23. **The Direct Recruitment Process:** The TOR is normally approved by the AFT as part of the Grant appraisal process. It is essential that, in addition to the justification the rationale and the basis for recommending a particular individual consultant should also be provided. In this regard, it must be proven that the individual consultant's qualifications and experience show clearly that he/she has the capacity and capability to carry out the assignment. This can be demonstrated by evaluating the individual consultants CV and awarding marks for the elements of qualifications, relevant experience and capability to execute the assignment. It is best practice for the Grant Recipient to set a minimum pass mark, say 70 to 85 points, depending on the complexity of the assignment.
24. No justification is needed for single-source recruitment of individual consultants for assignments of estimated value less than US\$ 50,000.
25. The Grant Recipient is not normally required to issue an RFP, for SSS, but none the less, he/she may use the RFP for individual consultants, as its basis to request the selected individual consultant service provider to prepare and to submit simultaneously, technical and financial proposals which will form the basis for the negotiations. This is incorporated into the contract when agreement is reached.
26. The Grant Recipient proceeds to recruit the individual service provider following its own PMPs, but subject to the above best practice principles. The Grant Recipient needs to only submit the draft contract for AFT review prior to its signature.

Section 5: Competitive Selection through Shortlisting by Public Sector Grant Recipients under the AFT

Definitions and Process Steps

27. **Introduction:** This section deals with best practice methods and procedures for competitive selection of individual consultant service providers, mostly by public sector Grant Recipients.
28. **Definitions:** The acquisition of consulting services under the Bank's "Procurement Policy for Bank Group Funded Operations" requires selection of the service provider to be conducted through competition among qualified short-listed consultants in which the selection is based on the quality of the proposal and, where appropriate, on the cost of the services to be provided.
29. Thus, individual consultants may be recruited by Grant Recipients through a competitive process following a shortlisting procedure. The selection is normally carried out through evaluation and comparison of the relevant overall capacity of qualified candidates, shortlisted from among those who have expressed interest in the assignment as well as those that have been approached directly by the Grant Recipient, sometimes using the AFT's prequalified list.
30. **Steps in the Shortlisting Process:** The competitive selection process for individual consultants also begins with preparation of the TOR, cost estimates and the budget, for the assignment which is normally completed and included in the Application submitted to the AFT. This is normally followed by publication, advertisement and promotion of opportunities through issue of the Request for Expressions of interest (REOI) or Specific Procurement Notice (SPN), normally executed by the Grant Recipient during the period of advance consulting. Thereafter, a well-managed competitive selection process involving shortlisting, which is generally followed under public sector recruitment of individual consultants, may follow one of two different paths, each comprising the following steps:
 - Shortlist and Evaluation using Individual Consultants Curriculum Vitae (CVs): - Executed by the Grant Recipient during the period of advance consulting follows the steps hereunder:
 - Issue of REOIs containing a summary of the TOR, requesting individual consultants to update and submit their CVs
 - Evaluation, comparison of the CVs and selection of the best ranked individual consultant.
 - Shortlist and Evaluation following Issue of RFPs: - Executed by the Grant Recipient during the period of advance consulting follows the steps hereunder:
 - Preparation and issuance of RFPs, only when required under complex assignments - to be executed by the Grant Recipient during the period of advance contracting;
 - Preparation of technical and financial proposals by shortlisted individual consultants as required- to be executed during the period of advance contracting;
 - Receipt and opening of proposals, when required - to be executed during the period of advance contracting;
 - Evaluation of Proposals and determination of best evaluated proposal - to be executed during the period of advance contracting; and

- Negotiation and award of contract – to be executed after the Grant Letter of Agreement is signed.
31. The sections following hereunder provide guidance on the best practices to be followed under each of these steps.

Publication of Advertisements

32. In general, the AFT encourages advertisements by Grant Recipients, in the form of the issue of Request for Expressions of Interest (REOI), otherwise called Specific Procurement Notice (SPN), in order to ensure achievement of value for Money (VfM) in the assignments that it finances. This is considered particularly important in situations where the Grant Recipient does not have adequate knowledge of experienced and qualified individual service providers or of their availability, or the services are complex, or when potential benefits are expected from wider advertising.
33. None the less, advertisement involving the issue of Request for Expressions of Interest (REOI) is not required especially for assignments of value less than US\$ 50,000, and in the case of SSS of individual consultants.
34. All REOIs, when issued, should clearly specify that the selection criteria will be based only on qualifications, experience and capability to carry out the assignment as indicated in Box 4.
35. A model REOI for individual consultants is given in Annex 2.
36. The Grant Recipients must allow at least seven (7) days from the date of posting the advertisement, before commencing to prepare the short list.

Box 4: Individual Consultants Selection Criteria

According to best procurement practice, individual consultants are selected only on the basis of their (i) qualifications, (ii) relevant experience; and (iii) capability to carry out the assignment.

Shortlisting of Individual Consultant Service Providers

37. In all cases of competition the Grant Recipient must compile a shortlist made up of three (3) individual consultants.
38. Best practice dictates two selection methods open to the Grant Recipient, depending on the value and complexity of the assignment, namely shortlisting and evaluation of individual consultants CVs only: and Shortlisting and evaluation of technical proposals submitted by individual consultants in response to an RFP issued by the Grant Recipient. The Grant Recipients actions in processing individual consultants responses to each of these alternatives is dealt with hereunder.
39. Shortlisting and Evaluation of Individual Consultants CVs: For relatively simple assignments of value less than US\$ 100,000, the Grant Recipient may chose to compare the CVs only of individual consultants without issuing RFPs Box 5). This process is relatively much shorter to execute. In this case the Grant Recipient does the following:

Box 5: Criteria for Evaluating of Individual Consultant's Technical Proposals:

• General qualifications and adequacy for the assignment to be performed	40%
• Relevant experience in the area of the assignment <i>described in the TOR</i>	45%
• Language proficiency	05%
• Knowledge of the region (country)	10%

- Issues REOs containing a summary of the TOR, requesting individual consultants to submit their CVs together with their financial proposals for the assignment;
 - Evaluates and compares the CVs using the following criteria Box 3);
 - academic background;
 - relevant specific experience;
 - appropriate, knowledge of local conditions such as national language, culture, administrative systems, and government organization;
 - capability to execute the assignment
40. The Grant Recipient, from the above evaluation, is expected to compile a shortlist of three individual consultant service providers and after ranking them, must select the highest ranking one with the best technical scores and to negotiate the contract for execution of the assignment.
41. Shortlisting and Evaluation of Proposals submitted by Individual Consultants in Response to an RFP: For relatively complex assignments to be executed by individual consultants, of value greater than US\$ 100,000, the Grant Recipient follows a process in which, it prepares, issues and evaluates RFPs. In this case, the Grant Recipient proceeds as follows:
- Prepares and issues REOs containing a summary of the TOR, initially contained in the Application, requesting interested individual consultants to submit their CVs for consideration of shortlisting;
 - Receives CVs, reviews them and prepares a shortlist of three individual consultants capable of executing the assignment, using general and specific qualifications and experience (Box 6);
 - Prepares and RFP comprising instructions to the consultants, the full TOR and a model contract, and issues it to the shortlisted individual consultants (Annex 3);
 - Receives, evaluates and compares the technical proposals using the following criteria (Box 7):
 - General qualifications, academic background and suitability for the assignment to be performed;
 - Experience in the specific assignment described in the TOR;
 - Language proficiency; and
 - Appropriate, knowledge of local conditions such as national language, culture, administrative systems, and government organization.
42. A model RFP containing instructions to consultants, a place holder for TORs and a model contract for Individual Consultants, is given in Annex 3.

Box 6: Criteria for Preparing the Short list of Individual Consultant

- General qualifications 20%
- Specific qualification relevant to the assignment 20%
- *Years of general experience* 20%
- *Years of experience relevant to the assignment* 40%

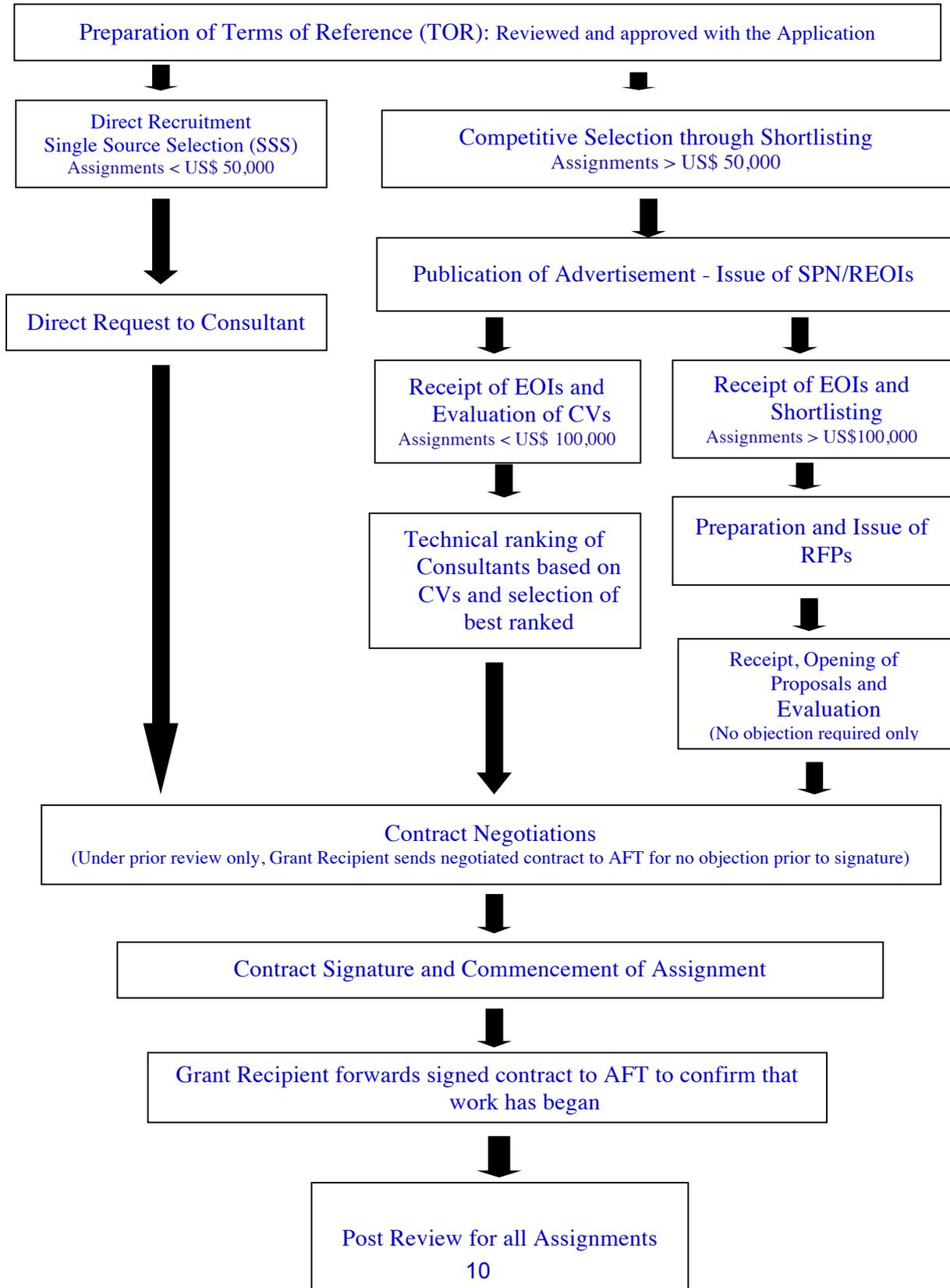
Box 7: Criteria for Evaluating of Individual Consultant's Technical Proposals:

- General qualifications and adequacy for the assignment to be performed 40%
- Relevant experience in the area of the assignment *described in the TOR* 45%
- Language proficiency 05%
- Knowledge of the region (country) 10%

43. The Grant Recipient, after ranking the three individual consultants, shall negotiate the contract for execution of the assignment with the highest ranking individual consultant with the highest technical scores.
44. Agreements shall be reached during the negotiations on; (i) the TOR; (ii) the fees and other expenses shall be reasonable; and (iii) the terms and conditions of the contract shall be acceptable to both sides.
45. If the negotiations with the highest ranked individual consultant fail, the Grant Recipient will terminate the negotiations and invite the next ranked consultant for negotiations. This will continue until agreement is reached with one of the technically successful candidates..

PROCUREMENT FLOWCHART

RECRUITMENT OF INDIVIDUAL CONSULTANTS



PROCUREMENT TOOLKIT APPENDIX 1

FORMAT FOR TERMS OF REFERENCE

[The TOR must clearly state the relevant background, origin and nature of the Assignment; specify the scope and type of services to be performed by the individual consultant service provider, and include timelines incorporating commencement and completion dates. The TOR must be comprehensive and include the schedules, quality standards, tasks and milestones/performance benchmarks that the consultant or service provider must meet in providing the services under the contract. The skills and experience required of the consultant in providing the services, the different tasks to be performed, the method and the expected outcome, and any reports or other forms of output to be delivered under the contract must be set out. On the other hand it must not be too detailed as it is the consultant or service provider that must provide the details. The TOR must have the following contents].

1. Background/origin, nature of the Assignment _____
2. Goals and Objective(s) of the Assignment _____
3. Scope of Services, Tasks (Components) and Expected Deliverables (Examples)
 - 3.1 Activities, Components and Tasks _____
 - 3.2 Proposed Method of execution [indicate if downstream work is required]
 - 3.3 Expected deliverables
 - 3.3 Capacity building, if any, [indicate if training is a specific component of the assignment]
4. Qualification and Experience Requirements
5. Reporting Requirements and Time Schedule for Deliverables
 - The following should be listed at the minimum:
 - Format, frequency, and contents of reports;
 - Number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
 - Dates of submission;
 - Persons (indicate names, titles, submission address) to receive them; etc.
 - If no reports are to be submitted, state here “Not applicable.”]
 - If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”
6. Client’s Input and Counterpart Personnel
 - Services, facilities and property to be made available to the Consultant by the Client: _____ [list/specify]
 - Professional and support counterpart personnel to be assigned by the Client to the Individual Consultant: _____ [list/specify]

PROCUREMENT TOOLKIT APPENDIX 2

MODEL

REQUEST FOR EXPRESSIONS OF INTEREST FOR INDIVIDUAL CONSULTANTS

(NAME OF GRANT RECIPIENT)

1. The [Name of the Grant Recipient] has received a Grant from the African Development Bank and intends to utilize part of this Grant towards the cost of the following Assignment: [insert the title of assignment]
2. The services to be provided under the Assignment include: [Insert a brief description of services to be provided].
3. The [Name of the Grant Recipient] invites Individual Consultants to indicate their interest in providing the above-described services. Interested Consultants shall provide information (documents, reference to similar services, experience in similar assignments, etc.) on their qualifications and experience demonstrating their ability to undertake this Assignment.
4. The eligibility criteria, the establishment of a short list and the selection procedure shall be in conformity with the African Development Bank's Procurement Policy for Bank Group Funded Operations, approved by the Bank's Boards on 14 October 2015, and available on the Bank Website at <http://www.afdb.org>. Please, note that interest expressed by a Consultant does not imply any obligation on the part of the Grant Recipient to include him/her in the shortlist.
5. The estimated duration of services is [indicate the duration in days or months] and the estimated starting date is [starting date of the assignment].
6. Interested Individual Consultants may obtain further information at the address below during official working hours: [insert office hours].
7. Expressions of interest must be received at the address below no later than [insert date] at [insert time] local time and specifically mentioning [insert title of assignment]

For the attention of: Mr./Mrs.

[Name of Grant Recipient]

[Geographical Address]

Zip Code:

Town:

Country:

Tel:

Fax:

E-mail: ...

REQUEST FOR PROPOSALS

FOR INDIVIDUAL CONSULTANTS

PREFACE

1. This "Standard Request for Proposals from Individual Consultants" prepared by the Agriculture Fastrack Fund (AFT) is intended for use by Applicants in the acquisition of the services of individual consultants.
2. The Request for Proposals shall contain: the Letter of Invitation, Instructions to Offerors, the Terms of Reference and the Contract Format. Except for the Terms of Reference, which are prepared by the Grant recipient, there are standard documents which are an integral part of the Request for Proposals documents. These include:
 - Instructions to Shortlisted Individual Consultants
 - Section 1 - The Terms of Reference (TOR) (to be prepared by the Grant Recipient); and
 - Section II - The Model Contract to be used for the Assignment.
 - Alternative A – For Contracts of Value < US\$ 50,000
 - Alternative B – For Contract of Value > US\$ 50,000 < US\$ 200,000
3. The Grant Recipient shall utilize these standard documents with the minimum of modifications acceptable to the AFT as necessary to address country and project specific issues.
4. To obtain further information on procurement under AFT-assisted projects contact:

Agriculture Fast Track Coordination Unit
Agriculture and Rural Development Department
African Development Bank (www.afdb.org)
Headquarters – Abidjan (Côte d'Ivoire)
5 Avenue Joseph Anoma
01 B.P. 1387, Abidjan 01
Côte d'Ivoire

Letterhead of Grant Recipient

Date _____

Dear Sir,

SUBJECT : REQUEST FOR PROPOSALS FROM INDIVIDUAL CONSULTANTS INSTRUCTIONS TO SHORTLISTED INDIVIDUAL CONSULTANTS

1. We have the pleasure to inform you that the _____ (*Name of Grant Recipient*) will require the Services of an Individual Consultant Service Provider for the following Assignment: (*Name and Brief Description of the Assignment*)

2. You are hereby requested to prepare and to submit a technical and a financial proposal in writing by _____ (*Hours*) on _____ (*Date*) to the address indicated hereunder.
3. The expected duration of the Assignment is *days/months/years*.
4. In Section I, kindly find the Terms of Reference (TOR) indicating the Scope of the Assignment to be conducted and the Services requested from the short-listed Consultants. You are expected to comment on the TOR for the Assignment, state your relevant experience and provide an updated Curriculum Vita. In addition, you are requested to present your financial proposal containing your fees.
5. The technical proposal to be submitted by the short-listed Individual Consultants will be evaluated on the basis of the following criteria:
 - *General qualification and suitability for the task to be performed* 45%
 - *Experience in the specific assignment described in the Terms of Reference* 40%
 - *Language proficiency* 10%
 - *Knowledge of the region (country)* 5%
6. Only Consultants scoring a technical mark of 70 points or more shall be considered for the Assignment. Consultants shall be ranked and the first ranked on the list shall be selected for the Assignment given that his/her fee rate is within the budget.
- 7.
8. The Consultant shall be required to meet the cost of any insurance and medical examination or treatment needed by him/her in the course of performing the Services, and therefore an appropriate allowance should be made in the quoted fees to cover these items.

- 9.
10. The Consultant shall be responsible for seeking and obtaining any visas or resident permits that he/she may require carrying out the Services and performing his/her obligations under the Contract. The Grant recipient will, as necessary, assist the Consultant in obtaining such visas and/or permits.
11. If you decide to submit a proposal, it must be received at the place designated hereunder, for receipt of proposals not later than the closing date indicated earlier in this document.
12. Your proposal should be submitted to the following address:

Postal Address:

Telex Number:
Fax Number:
Hand Carry Address:
13. If you are unable to submit a proposal, kindly inform us promptly, by fax or telex.
14. The Ministry would like to thank you in advance for your consideration of this request and we look forward to receiving a proposal from you.
15. Yours faithfully,

Title of Managing Director
Grant Recipient _____

SECTION I

TERMS OF REFERENCE

SECTION II
ALTERNATIVE A – FOR CONTRACTS OF VALUE < US\$ 50,000

MODEL CONTRACT FOR CONSULTANCY SERVICES

[Name of Recipient]
[Address]

To: [Name of Individual Consultant who has won the Contract]
Address: [Address of the Individual Consultant]

Subject: Provision of [specify such as studies, technical assistance, consulting, supervision] Services

1. The [Name of Grant Recipient] would like to sign this Contract for the provision of [specify such as studies, technical assistance, consulting, supervision] services, in conformity with your technical and financial proposal [number] of.....,[date] attached herewith as Attachment A, for whose procurement you successfully competed and were successful.

CLAUSE 1 - CONTENT AND PROGRESS OF THE ASSIGNMENT

2. The study and its progress will be in accordance with the Terms of Reference (TOR) attached to this Contract as Attachment B.

CLAUSE 2 - AMOUNT OF THE CONTRACT

3. The amount of the Contract [or rate per day and number of days] is fixed at [currency units] and is not subject to revision.

CLAUSE 3 - TIME LIMIT AND SUBMISSION OF REPORTS

4. The time limit for the completion of the services is scheduled for(days, weeks or months) from the date of the approval of this invoice letter by the individual consultant. This approval should take place in the maximum time limit of 14 days from the date of signing of this order/contract.
5. You will submit an edited Inception as well as Interim Report each in 5 copies, as detailed in the TOR to the [name of Grant Recipient] at the end of the field work. It is agreed that the [name of Grant Recipient] will be allowed a maximum of 14 days for the review of this Inception or Interim Report. After that time limit, the Inception or Interim report may be considered as final.
6. Five (5) copies of the Draft Final Report as well as the Final Edited Reports, as required by the TOR, will be submitted to the [name of Grant Recipient] after its review of the Inception or Interim Report, in line with the timelines set in the TOR. At the same time, one copy will be submitted to the AFT Coordination Unit of the African Development Bank for information.

CLAUSE 4 - LIQUADFTED DAMAGES

7. In case of delay beyond the period specified in the Contract, you [name of Individual Consultant] will be subject to a penalty of 1/1000 of the price of the studies per calendar day of delay. However, the ceiling of these penalties is 10% of the total amount of the contract.

8. In case the 10% ceiling is exceeded, the [name of Grant Recipient] reserves the right to terminate this order/contract.

CLAUSE 9 - SCHEDULE OF PAYMENT

9. The amounts which are due will be paid in the following manner:

- ___% at the countersigning of this letter of order, for advance payment [the amount of this advance should in no circumstance exceed 15% of the total amount] and will be subject to submission of an Advance Payment Guarantee covering the whole amount.
- ___% of the amount of the invoice upon receipt and acceptance of the Inception Report
- ___% of the amount of the invoice upon receipt and acceptance of the Interim Report
- ___% of the amount of the invoice upon receipt and acceptance of the Draft Final Report
- 20% of the amount of the invoice upon receipt and acceptance of the Final Report subject to a maximum of 100% of the total payment due.

CLAUSE 10 - REVIEW AND APPROVAL OF THE CONTRACT

10. This document will become effective only after it has been signed by both parties and reviewed and approved by the Agriculture Fast Track Fund of the African Development Bank.

Place Date:

Signed:
[Grant Recipient]

Read and accepted:

For the Individual Consultant

Place Date:.....

Signature.....

(Individual Consultant Service Provider).....
(Printed name)

For the Grant Recipient

Place Date:.....

Signature(s):.....

(Authorized Signatory Representing the Grant Recipient)

.....
Printed name(s)

SECTION II

ALTERNATIVE B – FOR CONTRACTS OF VALUE > US\$ 50,000 < US\$ 200,000

SERVICE CONTRACT

BETWEEN

AND

SERVICE CONTRACT

This Service Contract (hereinafter called "the Contract") is entered into this/her _____ day of _____, 19____ by and between the _____ of the _____ (hereinafter called "**the Client**"), of the one part, and _____, a national of _____, whose address is: _____ (hereinafter called "**the Consultant**"), of the other part.

WITNESSETH THAT:

WHEREAS the Client has determined the need to employ the Consultant as a technical assistant, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he possesses the requisite sound qualifications, competence, experience, capability and skill to perform the services hereunder and to carry out the duties and responsibilities set out in the present Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

**ARTICLE I
APPOINTMENT**

- 1.1 The Client hereby offers the Consultant, subject to the terms and conditions hereinafter set forth or referred to, and the Consultant hereby accepts, a temporary engagement by the Client as an Individual Consultant and is assigned the duties and responsibilities of _____.
- 1.2 The Consultant shall work under the supervision, and in accordance with instructions of, the _____.
- 1.3 The Consultant shall perform his/her duties at the _____ of the Client in _____, which for the purpose of this/her Contract shall be regarded as his/her duty station. Notwithstanding the foregoing, the Consultant may at any time be required by the Client to work at any other place as the Client may determine.
- 1.4 The engagement of the services of the Consultant shall be for a period of _____ commencing from the date of assumption of duty.

ARTICLE II

REMUNERATION

- 2.1 For all costs, fees and expenses whatsoever reasonably incurred by the Consultant in performing this/her Contract and in carrying out the Services, the Client will pay the Consultant an amount allowed and specified under Annex B and forming an integral part hereof (herein after called "the Contract Amount").
- 2.2 The Contract Amount shall be paid in the manner set forth in Annex B.
- 2.3 Settlement of the Contract Amount shall be made upon satisfactory performance of the Services hereunder, and upon submission to and acceptance by the Client of accurate and complete accounts, together with satisfactory documentary evidence in support of amounts claimed for payment.

ARTICLE III

VACATION AND SICK LEAVE

- 3.1 During the term of this Contract, the Consultant shall be entitled to vacation leave at the rate of two (2) days per each month of service. Vacation leave shall be taken with the prior authorization of the Client subject to the exigencies of service, which may require that leave be taken by the Consultant during a period designated by the Client.
- 3.2 If the Consultant is incapacitated from the performance of his/her duties by illness or injury or the Consultant's attendance is prevented by public health requirements, sick leave shall be granted in accordance with the following provisions:
 - (i) All sick leave must be approved by the Client;
 - (ii) The Consultant shall be responsible for informing his/her supervisor as soon as possible of absence due to illness or injury. Where practicable, the Consultant shall, before absenting himself, report to a duly qualified medical practitioner, acceptable to the Client.
 - (iii) Except with the approval of the Client, the Consultant may not be granted sick leave for a period of more than two (2) consecutive working days without producing a certificate from a duly qualified medical practitioner, acceptable to the Client, to the effect that the Consultant is unable to perform his/her duties, and stating the nature of the illness and the probable duration of incapacity. Such certificate shall, except in circumstances beyond the control of the Consultant, be produced not later than the end of the third working day following the initial absence from duty of the Consultant;
 - (iv) The Consultant may be required at any time to submit a medical certificate as to his/her condition or to undergo examination by a medical practitioner named by the Client. Further sick leave may be refused or the unused portion withdrawn, if the Client is satisfied that the Consultant is able to return to duty.

- (v) When sickness of more than three consecutive working days occurs within a period of vacation leave, sick leave may be approved on production of an appropriate medical certificate and/or other satisfactory evidence as required by the Client. In such circumstances, the Consultant shall submit his/her request for sick leave together with supporting certificate or other evidence as soon as practicable, and in any event immediately on his/her return to duty.

ARTICLE IV

GENERAL OBLIGATIONS OF THE CONSULTANT

4.1 Certificate of Physical and Mental Fitness

The Consultant shall submit to the Client a medical certificate of his/her physical and mental fitness to work and reside in _____.

4.2 Conditions of Service

The Consultant shall carry out his/her duties and responsibilities under this/her Contract diligently and faithfully in accordance with the Terms of Reference herewith attached in Annex A, and shall not engage in any activity which is likely to be incompatible with his/her status as an employee of the Client or with the proper discharge of his/her duties hereunder or which is likely to adversely affect the interests of the Client. The Consultant shall devote his/her entire working time to the services of the Client and shall accord the Client the highest priority in the use of his/her time. Working hours shall be those fixed by the Client. Holidays shall be taken in accordance with the applicable rules and regulations of the Client.

4.3 Conflicting Activities

The Consultant shall not, during the period of the Contract, engage, directly or indirectly, either in his/her own name or in the name of any other person, government or company, in any business, profession or occupation, other than the performance of his/her services hereunder, nor shall he/she hold a controlling financial interest in any business or hold any financial interest in such undertaking if he is likely to be suspected of benefiting therefrom by reason of his/her service with the Client. Subject to any provision contained in this/her Contract, the Consultant shall abide by and be subjected to the Client's rules and regulations relating to staff discipline and civil liability.

4.4 Compliance with Laws

The Consultant shall comply with the internal rules and regulations of the Client and with all applicable laws, rules and regulations of _____.

4.5 Confidentiality

All proprietary rights in data, information and documents produced or obtained under or by virtue of this/her Contract shall vest in the Client. While in the service of the Client and after termination of his/her service, the Consultant shall not disclose, or cause to be disclosed or take any advantage of any data, documents or information that is confidential, and is known to him, or obtained or produced by him, by reason of his/her employment with the Client except as is otherwise authorized in writing by the Client. Without prejudice to the generality of the foregoing:

- (a) the Consultant shall not at any time communicate to any person or entity any confidential information disclosed or entrusted to him for the purposes of his/her services hereunder, nor shall he make public any such information made available to, or obtained by, him without the prior written approval of the Client. Information shall be considered as confidential not only when it is explicitly classified as such, but also when it can be assumed that the information should be so regarded. Information may, however, be communicated to a third party if such communication is necessary for the performance of the services.
- (b) The Consultant shall in no event make public any confidential information regarding the operations of the Client, unless explicitly permitted by the Client.

4.6 **Sub-contracting**

The Consultant shall not sub-contract any part of the work under this/her Contract without the prior written authorization of the Client.

ARTICLE V
IMMUNITIES, PRIVILEGES, EXEMPTIONS AND FACILITIES

- 5.1 The Client will use its good offices to ensure that the Consultant will, during his/her period of engagement with the Client, be accorded the immunities, exemptions and privileges normally granted by the Government of _____ to simialr experts and Individual Consultants of the Client.
- 5.2 The Client shall provide the Consultant with (a) office accommodation (b) telecommunications facilities (c)_____ (d)_____ in line with the procedures and standards followed by the Client in according such logistical support to its experts and Individual Consultants under similar assignments.

ARTICLE VI
TERMINATION

This Contract may be terminated by the Client under any of the following circumstances:

- (a) At any time without advance notice in the event of the Consultant being at any time guilty of misconduct or commits a breach of his/her obligations under the Contract;
- (b) At any time by service of no less than fifteen (15) days notice in writing to the Consultant;
- (c) By mutual agreement of the parties to this/her Contract;
- (d) In the event of illness which prevents the Consultant from fulfilling her duties under the Contract, as certified by a qualified physician approved by the Client, as being of such nature as to prevent the Consultant from the timely

performance of this Contract; or in the event that the Consultant has been ill for a period exceeding one (1) month.

ARTICLE VII
GENERAL PROVISIONS

7.1 Settlement of Disputes

Any dispute arising out of, or in connection with, this Contract which cannot be amicably settled, shall be decided on by the Permanent Secretary of the Client who shall give his/her decision in writing and mail or otherwise furnish a copy thereof to the Consultant.

7.2 Any decision taken by the Permanent Secretary shall be final and binding on both parties unless an appeal therefrom is lodged with the International Chamber of Commerce in Paris within fifteen (15) days from the date of notification by the Permanent Secretary of his/her decision.

ARTICLE VIII
AMENDMENTS

No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon, in writing, by both parties hereto.

ARTICLE IX
NOTICES

Any notice, communication, submission, demand or request given or required to be given by any party under this/her Contract shall be in writing and delivered by hand, mail, cable, telex or telefax to the address set forth below or to such address as either party shall have designated by notice to the other party.

TO THE CLIENT

Mail Address:

Cable :
Telex :
Telefax :

FOR THE CONSULTANT

Mail Address:

ARTICLE X
ENTRY INTO FORCE/EFFECTIVE DATE OF ENGAGEMENT

10.1 Following signature by both parties hereto, the present Contract shall enter into force and effect on the date on which the Consultant assumes duty.

10.2 Unless otherwise agreed in writing by the Client, the Consultant shall assume duty at _____ not later than _____.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names in two original counterparts in the English language on the date first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Name
Consultant

ANNEX A

TERMS OF REFERENCE

ANNEX B

CONTRACT AMOUNT AND METHOD OF PAYMENT

A. Contract Amount

Pursuant to Article II of this Contract, the Client will pay the Consultant in full compensation for all services rendered and for all costs and expenses whatsoever incurred in carrying out the Services and performing the Contract the following remuneration:

B. Method of Payment

The Contract Amount shall be paid in the following manner: