

**Request for Proposals  
for the  
Selection of Consultants  
in Projects with Financing from KfW**

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## **German Financial Cooperation with Palestine**

**Project: European Palestinian Credit Guarantee Foundation  
EPCGF IV**

**Request for Proposals**

**for**

**Consulting Services for Capacity-Building for Banks Bank  
of Palestine, Safa Bank, Arab Islamic Bank, and Palestine  
Investment Bank**

**Employer: Stichting European Palestinian Credit Guarantee  
Foundation (EPCGF)**

*May 6<sup>th</sup>, 2026*

BMZ No.: 201767367 KfW Tender No 513509

# PART 1 – TENDERING PROCEDURES

## Section I. Instructions to Consultants

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## Section I. Instructions to Consultants

### A. General Provisions

#### 1. Scope of Proposals and Definitions

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

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

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

1.2 Throughout these Request for Proposal the following definitions apply:

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

- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at [https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet\\_2.pdf](https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf).
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

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

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

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

## 2. Source of Funds, Responsibilities

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

The following clause applies only if KfW is not the Employer:

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

## 3. Sanctionable Practice

3.1 KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

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

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

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

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

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to preselected Consultants.

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

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

## 5. Conflict of Interest

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting

Contract, unless the stemming conflict of interest has been fully resolved;

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

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

## **6. Unfair Competitive Advantage**

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

## **B. Preparation of Proposals**

### **7. General Considerations**

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

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

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

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

#### **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

#### **9. Documents Comprising the Proposal**

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

#### **10. Proposal Validity**

10.1 The validity period shall be 3 (three) month. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

#### **Extension of Validity Period**

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

- Substitution of Key Experts at Validity Extension
- 10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 10.8 Substitution requests shall not delay the evaluation process.
- 11. Clarification and Amendment of RFP**
- 11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.
- 11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 12. Preparation of Proposals – Specific Considerations**
- 12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.
- 12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.
- 12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 13. Technical Proposal Format and Content**
- 13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
- 13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

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| <b>14. Financial Proposal</b>              | 14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the <b>Data Sheet</b> . If a contract period is provided in the <b>Data Sheet</b> the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the <b>Data Sheet</b> and in Section IV.   |
| Taxes                                      | 14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.   |
| Currency of Proposal                       | 14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the <b>Data Sheet</b> .   |
| Currency of Payment and Payment Conditions | 14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the <b>Data Sheet</b> .<br>14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the <b>Data Sheet</b> .   |
| Contributions by the Employer              | 14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: <ul style="list-style-type: none"> <li>14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;</li> <li>14.6.2 provide other support and contributions as stipulated in the <b>Data Sheet</b>.</li> </ul> |

## C. Submission, Opening and Evaluation

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| <b>15. Submission, Sealing, and Marking of Proposals</b> | 15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the <b>Data Sheet</b> .                 |
|  | 15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.  |
|  | 15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.  |
|  | 15.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the <b>Data Sheet</b> . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. |
|  | 15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the <b>Data Sheet</b> . If the envelopes and packages with the Proposal are not sealed and marked as required in the <b>Data Sheet</b> , the Employer  |

will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

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

## 16. Confidentiality

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

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

## 17. Opening of Proposals

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

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

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

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

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

## 18. General aspects of Evaluation

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

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

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

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

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

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

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

## 19. Evaluation methods

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

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

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

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

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

## 20. Evaluation steps and sequence

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

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

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

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

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

Quality and Cost-based Selection - QCBS

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

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

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

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

Fixed Budget-based  
Selection – FBS

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

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

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

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

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

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

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

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

The weighted technical score is calculated as follows:

$PT = WT * T$ , with

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

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

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$ , with

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

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ ”]

Least Cost-based  
Selection - LCS

## 21. Evaluation of Financial Proposals

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

Time Based  
contracts

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

Lump Sum  
contracts

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

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

**22. Employer’s Right to Reject All Proposals**

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

**D. Negotiations and Award**

**23. Negotiations**

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

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

Availability of Key Experts

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

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

Technical Negotiations

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

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

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

Financial Negotiations

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

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

**24. Conclusion of Negotiations**

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

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the

Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

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

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

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

The following clause applies only if KfW is not the Employer:

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

## Section II. Data Sheet – QCBS

| <b>A. General</b>                  |  |
|------------------------------------|--|
| <b>ITC Clause Reference</b>        |  |
| <b>1.1</b>                         | The Employer is <i>The Stichting European Palestinian Credit Guarantee Foundation (EPCGF)</i>  |
| <b>1.1 a)</b>                      | The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS).   |
| <b>1.2 (b)</b>                     | <i>The Applicable Law in the RFP and in the contract shall then be: “The Palestinian Authority Law”.</i>   |
| <b>1.3</b>                         | The name of the assignment is <b><i>Capacity-Building for Banks Bank of Palestine, Safa Bank, Arab Islamic Bank, and Palestine Investment Bank</i></b> |
| <b>1.4</b>                         | A pre-proposal conference will not be held./ Not Applicable.   |
| <b>1.5</b>                         | The Employer will provide the following inputs to facilitate the preparation of the Proposals:<br>See Part 2 – Terms of Reference                      |
| <b>6.1</b>                         | <i>Not Applicable.</i>   |
| <b>B. Preparation of Proposals</b> |  |

|               |  |
|---------------|--|
| 11.1          | <p>The deadline for clarifications by Consultants is <i>14 working</i> days prior to the submission date as per Clause 15.6</p> <p>Clarifications requests shall be addressed by e-mail to Mr. Hussein Habbab at: <a href="mailto:Hussein.Habbab@epcgf.org">Hussein.Habbab@epcgf.org</a> copy to Mrs. Rawan Foqaha at: <a href="mailto:rawan.foqaha@epcgf.org">rawan.foqaha@epcgf.org</a></p>  |
| 12.1.<br>QCBS | <p>The estimated input of Key Experts' is <i>3-4 months</i>.</p> <p>The above estimation is indicative only, the Consultant is required to calculate its Proposal based on its own professional judgement and experience.</p>  |
| 12.2          | <p>An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.2, below.</p>   |
| 12.3          | <p><i>Not Applicable</i></p>   |
| 14.1          | <p><b>The contract period shall be <i>3-4 months</i>.</b></p> <p><b>“The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.”</b></p> <p><b>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</b></p>  |
| 14.2          | <p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT or withholding tax on revenue or income generated through the Contract) apply:</p> <p>According to the Summary Record of the negotiations on Palestinian – German Development Cooperation 2023, German cooperation projects have a Zero-VAT status, so the direct Consultant (the one who will sign the contract), shall be exempt from the payment of VAT. The Withholding Tax (WHT), if applicable, shall be deducted by the employer according to the WHT certificate provided by the consultant and paid by the Employer to the tax authorities. The Consultant will be exempted from customs duties (except for temporary imports). All other fees, levies and charges legally due shall be paid by the Consultant or his staff and there will be no separate remuneration under the contract.</p> <p>The Employer shall provide the necessary documents to confirm the VAT exemption. However, after having received the VAT exemption, the Consultant shall make all necessary subsequent arrangements with the local authorities.</p> <p>The Consultant, its Sub-consultants and its Experts are subject to and responsible for meeting their liabilities arising from taxes and public duties directly attributable to the contract in the Employer's country.</p> <p>The price of the services to be rendered shall include all taxes and duties, except customs duties and VAT. For the purpose of the evaluation of the financial offer, WHT shall be indicated separately. Although listed separately, WHT, if applicable, will be part of the contract price and will be deducted from each payment and</p> |

|   |  |
|---|--|
|   | <p>remitted to the tax authorities by the Employer in the case of an international or local consultant.</p> <p>The bidder is required to proof their registration as a legal entity and their registration with the tax authorities in Palestine under Palestinian laws and regulations at contract signature. To form a joint venture company, each partner must be legally registered in the Employer's country and possess an individual tax identification number. Upon the establishment of the joint venture, it will be assigned its own tax number. The tax department allows either the individual partners or the joint venture itself to fulfil tax obligations.</p> <p>For the sake of clarity, taxes in the Employer's country not directly attributable to the Contract as well as outside of the Employer's country (e.g. profit tax, corporate income tax, personal income tax, etc.) shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>Further to be included in the overhead cost calculation are all public duties and fees (e.g., all registration fees, visas, residence permits, working permits, driving licences, yearly licence fees for his road-going vehicles, etc.).</p> <p>Import of goods, if any, are to be carried out in the name of the Consultant. Import duties shall not be included in the cost calculation and it is expected that the Consultant will be exempted from Import Duties after having received a donation number from the Employer. Temporary import of equipment and spare parts are to be carried out in the name of the Consultant. Temporary Import Duties / Bond on Import of equipment and spare parts for the execution of the works, shall be included in the overhead cost calculation and will not be reimbursed by the Employer.</p> <p>The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p> |
| 14.3  | The Consultant is free to offer its services in USD.   |
| 14.5  | <p>The intended payment schedule will be as follows:</p> <p><b>Payment 1: 30%</b> of the contract amount upon submission and acceptance of the training agenda, session plan, and material.</p> <p><b>Payment 2: 50%</b> of the contract amount upon the development of the training material and acceptance of training delivery.</p> <p><b>Payment 3: 20%</b> of the contract amount upon submission and acceptance of the training completion report.</p>   |
| 14.6  | Not Applicable   |
| <p><b>C. Submission, Opening and Evaluation</b></p> |  |
| 15.4  | <p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and (1) copy, each as hard copy; and a soft copy as unalterable and printable PDF file on CD or DVD disk.</p>  |

|                                    |   |                                    |                  |
|------------------------------------|---|------------------------------------|------------------|
|                                    | <p>(b) Financial Proposal: one (1) original and (1) copy, each as hard copy; and a soft copy as unalterable and printable PDF file on CD or DVD disk.</p> <p><b><i>Each original of the Technical and Financial Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk, marked accordingly.</i></b></p>   |                                    |                  |
| <p><b>15.5</b><br/>QCBS</p>        | <p>The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", Capacity-Building for Banks Bank of Palestine, Safa Bank, Arab Islamic Bank, and Palestine Investment Bank ", reference number, name and address of the Consultant, and with a warning "Do Not Open until 8/7/2026 at 3:00 PM.</p> <p>Similarly, the original and all copies of the Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before 8/7/2026 at 3:00 PM.</p> |                                    |                  |
| <p><b>15.6</b></p>                 | <p>The deadline for the submission of Proposals shall 8/7/2026 at 3:00 PM, Palestine time.</p> <p>The original of the Proposal shall be submitted at the following address:<br/>EPCGF's office address:<br/>Al Jamil Center<br/>Irsal Street<br/>Third Floor Suite 2<br/>Al Bireh, Palestine</p>  |                                    |                  |
| <p><b>17.1</b></p>                 | <p>The opening of the Proposals will take place 9/7/2026 at 3:00 PM, Palestine time.</p>  |                                    |                  |
| <p><b>17.2</b></p>                 | <p>The Employer's evaluation committee is composed a procurement committee from EPCGF represented by, Mr. Hussein Habbab- EPCGF's Managing Director, Mr. Daoud Maliha- EPCGF's CFO, Mrs.Rawan Foqaha- EPCGF's Procurement Officer</p>   |                                    |                  |
| <p><b>18.4</b></p>                 | <p>Not applicable</p>   |                                    |                  |
| <p><b>18.5</b></p>                 | <p>Not applicable</p>   |                                    |                  |
| <p><b>20.2 a)</b></p>              | <table border="1"> <tr> <td><i>Qualification of the Bidder</i></td> <td><i>Pass/Fail</i></td> </tr> </table>  | <i>Qualification of the Bidder</i> | <i>Pass/Fail</i> |
| <i>Qualification of the Bidder</i> | <i>Pass/Fail</i>  |                                    |                  |

|                           | <p><u>Financial Capability</u></p> <p>The Bidder shall demonstrate the financial capacity as per form QUAL-1 and comply with the minimum requirement below:</p> <table border="1" data-bbox="456 331 1195 590"> <thead> <tr> <th data-bbox="456 331 591 447">Criterion</th> <th data-bbox="591 331 1195 447">Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 447 591 590">Turnover annually</td> <td data-bbox="591 447 1195 590">Minimum turnover<br/><i>USD 150,000</i><br/>for the last three years (2023-2025)</td> </tr> </tbody> </table> <p>Type of document required: QUAL-1 Financial Capacity</p>   | Criterion                 | Requirement | Turnover annually | Minimum turnover<br><i>USD 150,000</i><br>for the last three years (2023-2025) |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
|---------------------------|---|---------------------------|-------------|-------------------|--|----|-------------------------|--|----|-----|--|---|--|-----|--|----|--|-----|-------------------------------|----|--|--|
| Criterion                 | Requirement   |                           |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| Turnover annually         | Minimum turnover<br><i>USD 150,000</i><br>for the last three years (2023-2025)  |                           |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
|                           | <p><u>Project Experience</u></p> <p>The Consultant is requested to prove his past project experience by including minimum seven references of similar projects completed during the past 5 years, in the format presented in <u>QUAL-2</u>.</p> <p>References will be considered similar if they meet the following requirements:</p> <p><b>Contract size should be at least USD 30,000</b></p> <p><b>The scope of services includes: Credit Analysis, Management and Handling of Non-Performing Loans, Credit Facilities and Credit Risk Analysis.</b></p> <p><b>Similar experience in the Arabic region and globally.</b></p> <p><b>Subcontractor are not acceptable.</b></p> <p><b>At least 70% is the minimum percentage carried out by the Consultant per reference project should be taken into account.</b></p> <p>Type of document required: QUAL-2 Project Experience</p>  |                           |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| 20.2 b)                   | <p>The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p> <table border="1" data-bbox="431 1465 1403 1814"> <thead> <tr> <th colspan="2" data-bbox="431 1465 1230 1535"><i>Technical Proposal</i></th> <th colspan="2" data-bbox="1230 1465 1403 1535"><i>Score</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1535 548 1598">1.</td> <td data-bbox="548 1535 1230 1598">Concept and methodology</td> <td data-bbox="1230 1535 1317 1598"></td> <td data-bbox="1317 1535 1403 1598">35</td> </tr> <tr> <td data-bbox="431 1598 548 1661">1.1</td> <td data-bbox="548 1598 1230 1661">Clarity and completeness of the tender</td> <td data-bbox="1230 1598 1317 1661">5</td> <td data-bbox="1317 1598 1403 1661"></td> </tr> <tr> <td data-bbox="431 1661 548 1755">1.2</td> <td data-bbox="548 1661 1230 1755">Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td data-bbox="1230 1661 1317 1755">10</td> <td data-bbox="1317 1661 1403 1755"></td> </tr> <tr> <td data-bbox="431 1755 548 1814">1.3</td> <td data-bbox="548 1755 1230 1814">Proposed concepts and methods</td> <td data-bbox="1230 1755 1317 1814">20</td> <td data-bbox="1317 1755 1403 1814"></td> </tr> </tbody> </table> | <i>Technical Proposal</i> |             | <i>Score</i>      |  | 1. | Concept and methodology |  | 35 | 1.1 | Clarity and completeness of the tender | 5 |  | 1.2 | Critical analysis of the project objectives and the Terms of Reference (TOR) | 10 |  | 1.3 | Proposed concepts and methods | 20 |  |  |
| <i>Technical Proposal</i> |   | <i>Score</i>              |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| 1.                        | Concept and methodology   |                           | 35          |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| 1.1                       | Clarity and completeness of the tender  | 5                         |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| 1.2                       | Critical analysis of the project objectives and the Terms of Reference (TOR)  | 10                        |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |
| 1.3                       | Proposed concepts and methods   | 20                        |             |                   |  |    |                         |  |    |     |  |   |  |     |  |    |  |     |                               |    |  |  |

|             |   |  |                          |     |
|-------------|---|--|--------------------------|-----|
|             | 2.  | Qualifications of proposed staff   |                          | 65  |
|             | 2.1   | Team Leader/ Project manager   | 30                       |     |
|             | 2.2   | Other Key staff to be employed on the project  | 30                       |     |
|             | 2.3   | Personnel in the home office who will monitor and control the team, and provide back-up services | 5                        |     |
|             | Total (maximum)   |  |                          | 100 |
|             | <i>Type of Document to be submitted:</i>  |  | <i>Required (yes/no)</i> |     |
|             | TECH-1 Declaration of Undertaking   |  | yes                      |     |
|             | TECH-2 Comments or Suggestions on the TOR and Counterpart Staff   |  | Yes                      |     |
|             | TECH-3 Description of the Approach, Methodology, and Work Plan  |  | Yes                      |     |
|             | TECH-4 Work Schedule  |  | Yes                      |     |
|             | TECH-5 Personnel Schedule   |  | Yes                      |     |
| <b>20.5</b> | The weights given to the Technical (T) and Financial (F) Proposals are as<br>$W_T = 80 \%$ and<br>$W_F = 20 \%$ |  |                          |     |
|             | <b>D. Negotiations and Award</b>  |  |                          |     |
| <b>25.3</b> | The expected commencement date of the October is <i>September 4<sup>th</sup>, 2026 at Palestine.</i>            |  |                          |     |

### Section III. Technical Proposal – Standard Forms

| FORM   | DESCRIPTION   | <i>Page Limit</i> |
|--------|---|-------------------|
|        |   |                   |
| QUAL-1 | Financial Capability  |                   |
| QUAL-2 | Project Experience  |                   |
|        |   |                   |
| TECH-1 | Declaration of Undertaking  |                   |
| TECH-2 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer. |                   |
| TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment                                     |                   |
| TECH-4 | Work Schedule (Tasks and Activities Bar Chart)  |                   |
| TECH-5 | Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)   |                   |

## FORM QUAL-1

### FINANCIAL CAPACITY STATEMENT

THE APPLICANT SHALL DEMONSTRATE THE FOLLOWING FINANCIAL CAPABILITIES  
AND COMPLY WITH THE MINIMUM REQUIREMENTS BELOW:

| Financial data  | 2 years<br>before last<br>year <sup>1</sup><br>(2023)<br>USD | Year<br>before last<br>year<br>(2024)<br>USD | Last year<br>(2025)<br>USD | Average <sup>2</sup><br>USD |
|---|--|--|----------------------------|-----------------------------|
| Annual turnover <sup>3</sup><br>Min Turn-over of USD<br>150,000 for the last three<br>years (2023-2025) |  |  |                            |                             |

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

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

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

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

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

**FORM QUAL-2****PROJECT EXPERIENCE**

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

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

## FORM TECH-1

### DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")<sup>4</sup>

To: Stichting European Palestinian Guarantee Foundation ("Project Executing Agency")

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

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

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

*declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity),*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>6</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>7</sup>: \_\_\_\_\_

Signature:

Dated:

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

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

## Declaration of tax conformity – binding confirmation for legal persons

### Name of company

I hereby confirm with my signature that:

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

.....  
(Place)

.....  
(Date)

.....  
(Name of the consultant)

.....  
(Signature(s))

## Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....  
(Place)

.....  
(Date)

.....  
(Name of the person)

.....  
(Signature)

## FORM TECH-2

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

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

#### A - On the Terms of Reference

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

#### B - On Counterpart Staff and Facilities

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

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**FORM TECH-3**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN**  
**RESPONDING TO THE TERMS OF REFERENCE**

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

**FORM TECH-4 (INDICATIVE FORMAT)**

**WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)**

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

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

### FORM TECH-5 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

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

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



Full time input

Part time input

**FORM TECH-5  
REQUIRED**

**CURRICULUM VITAE (CV)**

|   |  |
|---|--|
| <b>Position Title and No.</b>               |  |
| <b>Full Name of Expert:</b>                 |  |
| <b>Date of Birth: (DD,MM,YY)</b>            |  |
| <b>Country of<br/>Citizenship/Residence</b> |  |

**Education:**

| College/ University | Dates Attended (From-To) | Degree Obtained |
|---------------------|--------------------------|-----------------|
|                     |                          |                 |
|                     |                          |                 |
|                     |                          |                 |
|                     |                          |                 |

**Language Skills:** mark 1 (worst) to 5 (best) for competence:

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
|          |         |          |         |
|          |         |          |         |

**Employment record relevant to the assignment:**

| Period<br>From- To | Employing organization and your<br>title/position. Contact Info for<br>references | Country | Summary of<br>activities performed<br>relevant to the<br>Assignment |
|--------------------|---|---------|---|
|                    |   |         |   |
|                    |   |         |   |
|                    |   |         |   |

**Membership in Professional Associations and Publications:**

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**Adequacy for the Assignment:**

| Detailed Tasks Assigned on Consultant's Team<br>of Experts: | Reference to Prior Work/Assignments that Best<br>Illustrates Capability to Handle the Assigned<br>Tasks |
|---|---|
|   |   |
|   |   |
|   |   |

## **Section IV. Financial Proposal - Standard Forms**

## FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

### Model for Financial Proposal – Overall Cost Breakdown

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

[US Dollar]

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

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

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

### **Basic Services** (as per TOR)

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

|  |  |
|--|--|
| <b>Overall – Fees, Transport, Logistics and Other Cost</b><br>(net, exclusive of taxes and duties) |  |
|--|--|

### **Duties and Taxes**

#### *WHT (if applicable)*

The Withholding Tax (WHT), if applicable, shall be deducted by the employer according to the WHT certificate provided by the consultant and paid by the Employer to the tax authorities. The Consultant will be exempted from customs duties (except for temporary imports). All other fees, levies and charges legally due shall be paid by the Consultant or his staff and there will be no separate remuneration under the contract.

### **Optional Services, Alternative Proposal** **Not Applicable**

## Detailed Cost Calculation

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

*[Explanations on Other Cost*

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

*A) Remuneration on lump sum unit rate basis*

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

*B) Remuneration at actual cost*

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

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

## Section V. Eligibility Criteria

### Eligibility in KfW-Financed Procurement

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

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

### 1. Sanctionable Practice

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

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

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

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

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

KfW defines, for the purposes of this provision, the terms set forth below as follows:

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

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

## **2. Social and Environmental Responsibility**

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>8</sup> (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

# **PART 2 – TERMS OF REFERENCE**

## Section VII. Terms of Reference

### Terms of Reference

#### Capacity-Building for Banks

*Bank of Palestine, Safa Bank, Arab Islamic Bank, and Palestine Investment Bank*

#### 1 Background

The Stichting European Palestinian Credit Guarantee Foundation (EPCGF) is the first operating guarantee scheme in Palestine designed for Small and Medium Enterprises.

Established in December 2005 the Fund (European Palestinian Credit Guarantee Fund) commenced operations as a Program Unit (PU) under the direction of the Long-Term Expert.

The Supervisory committee through the LTE oversaw the management of the Program Unit whose members included representatives from KfW, the European Commission, the European Investment Bank, and the Palestinian Ministry of Finance in addition to EPCGF's management.

Since August 2015 the Fund was registered as a Foundation under the Foundation law in the Netherlands. Therefore, the new name "Stichting European Palestinian Credit Guarantee Foundation" was given. It has been the intention from the start to establish a permanent legal institution that serves the development objectives of our stakeholders. The foundation creates a permanent and viable structure to better serve our partners on a long-term basis and to provide flexibility to design new SME products in the future.

EPCGF's main goals are to enhance SME competitiveness and, on a sustainable basis, support income generation, employment creation, and poverty reduction. The Foundation represents a good mechanism and opportunity for participating partner banks to tap the often-neglected SME market segment and broaden their outreach by making access to finance easier by this large sector of the economy through a risk-sharing formula.

Additionally, EPCGF provides an additional level of comfort to lending institutions in dealing with SMEs given the elevated degree of risk associated with this segment of the market.

#### **EPCGF's Vision**

A pioneering institution in stimulating private sector economic growth and development, operating in line with best international practices.

#### **EPCGF's Mission**

Contributing to economic development by stimulating investments in MSMEs through loan guarantees, lending, investment in innovative projects, and technical assistance support.

## 2 Objective(s) of the Assignment

The main objective of this assignment is to design and deliver a structured training program for four partner banks is to:

- 2.1 Strengthening participants' analytical skills in *credit analysis*.
- 2.2 Improving and understanding *banking finance tools and methodologies*.
- 2.3 Building strong competencies in *credit risk analysis* and *risk mitigation techniques*.
- 2.4 Enhancing knowledge and practical capacities in *managing and handling non-performing loans*.

## 3 Scope of Services, Tasks (Components)

**The consultancy firm is expected to achieve the following:**

### 3.1 Designing Training Material

- 3.1.1 Develop and deliver training material for each of the four partner banks.
- 3.1.2 Customize the content based on the needs of each bank.
- 3.1.3 Prepare training presentations, case studies, and exercises, etc.

### 3.2 Training delivery

- 3.2.1 Conduct 5 training sessions per bank, totaling 20 sessions.
- 3.2.2 Ensure training is interactive and includes case studies from real cases related to the banking sector.
- 3.2.3 Cover the following topics:

#### ➤ **Component 1: Credit Analysis**

This component will focus on fundamental and advanced concepts in credit assessment, including customer profiling, financial analysis, financial gap (and hence credit needs), repayment capacity evaluation, and credit decision-making frameworks amongst other topics of interest.

It also introduces basic trade finance concepts including Guarantees, Letters of Credit (LCs), and Standby Letters of Credit (SBLCs) with a focus on their role in mitigating credit risk and supporting commercial transactions. The module shall also address a designated section on loan restructuring across different loan types.

- *Target audience: Credits/ Facilities Banking Officers, Retail Officers, Risk/ Control Officers, Business Managers and other parties involved.*

#### ➤ **Component 2: Management and Handling of Non-Performing Loans**

This component shall address best practices in early delinquency detection, early warning signs, follow-up and negotiations, restructuring strategies, legal aspects/ considerations, effective coordination between the collections dept.

and legal units, collateral redemption/ enforcement amongst other necessary steps.

- *Target audience: Credit RMs, Riks Officers/ Managers, Collection Officers/ MGRs, Legal Officers, Business Managers, Retail Banking Officers.*

➤ **Component 3: Credit Facilities and Credit Risk Analysis**

This component will introduce participants to key principles of banking finance, risk identification, assessment methodologies, portfolio risk monitoring, and mitigation tools in line with industry standards.

- *Target audience: Retail Banking Officers and Risk Officers.*

#### 4 Reporting

4.1 Training agenda and session plan

4.2 Training Material (Presentations, case studies)

4.3 Training completion report including the summary of activities, number of participants, feedback, in addition to difficulties and recommendations.

#### 5 Qualification Requirements for Key Experts

- i. Minimum 7 years of experience in delivering capacity building projects.
- ii. Five years of experience in delivering professional training programs for banks, financial institutions or relevant sectors.
- iii. At least ten completed capacity building projects in the core areas of Banking Operations/ Finance, Credit Analysis, Credit Risk Analysis, Management and Handling of non-Performing Loans.
- iv. Fluency in Arabic.
- v. Functional command of English to facilitate training sessions and the exchange of complex concepts.

#### 6 Time Frame

The total duration of this assignment is three to four months from the contract start date.

#### 7 Deliverables breakdown and schedule:

| ID | Delivery Name                                   | Expected Due Date                               |
|----|---|---|
| 1  | Training agenda and session plan                | Two weeks from signing the contract             |
| 2  | Training Material (Presentations, case studies) | Four weeks from signing the contract            |
| 3  | Five Training Sessions / Bank                   | Six weeks from submitting the training material |

|   |   |  |
|---|---|--|
| 4 | Training completion report including:<br>- Summary of activities<br>-Number of participants<br>-Feedback<br>-Difficulties<br>-Recommendations | After Two weeks of training completion |
|---|---|--|

## 8 Contract Type and payments schedule

This contract is a lump-sum contract. Payments will be arranged according to the following:

**Payment 1: 30%** of the contract amount upon submission and acceptance of the training agenda, session plan, and material.

**Payment 2: 50%** of the contract amount upon the development of the training material and acceptance of training delivery.

**Payment 3: 20%** of the contract amount upon submission and acceptance of the training completion report.

# **PART 3 – CONTRACT FORM**

## **Section VIII. Contract for Consulting Services**

Between the Employer and successful Consultant a Contract will be signed as per the attached Model Contract for Consulting Services.

<https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Consultingvertrag-Projekttr%C3%A4ger-bei-Auftragswerten-kleiner-als-200-TEUR-Englisch.docx>