

1st July 2026

Request for CVs for ESG Consultant

Tender No. ATIDI/FD/APU/OBCS/003/2026– REQUEST FOR SHORT-TERM INDIVIDUAL ESG CONSULTANT

Reference is made to the above captioned subject matter.

The African Trade Insurance Agency (ATIDI) is a pan-African multilateral insurer established under the Agreement Establishing the African Trade Insurance Agency (“Treaty”). Founded in 2001 by African countries, ATIDI provides trade credit and political risk insurance to companies, investors and lenders interested in doing business in Africa. With both a commercial and developmental mandate, we aim at improving Africa’s risk perception. Specifically, ATIDI covers risks such as expropriation, non-payment by governments, state-owned companies & corporates, non-honouring of sovereign and sub-sovereign obligations, currency inconvertibility and embargoes.

ATIDI seeks to engage a qualified short-term Environmental, Social and Governance (ESG) Consultant for a six-month assignment based at its head office in Nairobi, Kenya. The consultant will provide technical support on Environmental and Social due diligence for eligible transactions, including screening, risk classification, impact assessment, and preparation of reports aligned with IFC Performance Standards, applicable legislation, and good international industry practice. The role will also support E&S monitoring and reporting, partner reporting requirements, climate risk assessments, greenhouse gas emissions measurement, impact data collection, sustainability reporting, E&S disclosures, and review of ATIDI’s Environmental and Social Management System and E&S policy. The consultant will further help identify gaps, propose improvements, conduct an ESG materiality assessment, and develop stakeholder engagement guidance and mapping.

Candidates should submit a consultant submission comprising a curriculum vitae (CV) and financial proposal by email to **procurement@atidi.africa**. The CV must not exceed **four (4) pages**. The submission deadline is Wednesday, 15 July 2026 at 23:59 hours East African Time.

For clarifications, please email **procurement@atidi.africa** and copy **c.yapo@atidi.africa**.

The consultant’s submission should be attached to the email as specified below.

The attachment should contain the complete submission and be named as follows:

Tender No. ATIDI/FD/APU/OBCS/003/2026– Application: Request for Short-Term Individual ESG Consultant.

The email subject line should be:

Tender No. ATIDI/FD/APU/OBCS/003/2026- Application: Short-Term Individual ESG Consultant

The proposal should be valid for not less than 90 days from date of submission.

Interested candidates should regularly visit the ATIDI website www.atidi.africa for updates or amendments to the tender documents.

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the left.

**Principal Procurement/Admin Officer,
African Trade Insurance Agency (ATIDI),
Nairobi, Kenya.**

Table of Contents

Appendix A - Terms of Reference: Short-Term Individual ESG Consultant.....	4
Appendix B - Preparation of Submission.....	6
Appendix C- Format for financial proposal	8
Appendix D - Evaluation of submissions.....	9
Appendix E - Declaration of conflict of interests	11
Appendix F- Contract.....	12
I. FORM OF CONTRACT.....	13
II. GENERAL CONDITIONS OF CONTRACT	15
III. SPECIAL CONDITIONS OF CONTRACT	22
APPENDIX A - TERMS OF REFERENCE	24
APPENDIX B - REPORTS/OUTPUTS.....	24
APPENDIX C - KEY PERSONNEL	24
APPENDIX D - BREAKDOWN OF CONTRACT PRICE.....	24
APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT	24

Duty location: Nairobi, Kenya

1. Objectives of the consultancy assignment

The objective of this consultancy is to provide technical expertise in undertaking i) Environmental and Social due diligence of ATIDI's operations and assess compliance with the requirements of IFC Performance Standards, applicable E&S legislation, and good international industry practice ii) monitoring and reporting on E&S performance with regard to the E&S covenants iii) Climate Risk Assessment for eligible transactions and measurement of ATIDI's GHG Emissions iv) Impact data collection and impact reports preparation v) E&S disclosures preparation vi) review of ATIDI's existing ESMS and propose updates to the E&S policy and procedures to address identified gaps in processes.

2. Scope of work

- 1) Environmental and Social due diligence of ATIDI's operations
 - Perform E&S screening, classification and due diligence of proposed transactions.
 - Identify all key potential social and environmental impacts and risks of transactions and ensure that their magnitude and significance are well understood by the various internal stakeholders.
 - Check alignment with IFC Performance Standards, applicable E&S legislation, and international best practices, and develop actionable corrective action plans to mitigate high-risk areas identified during the assessment.
 - Draft E&S due diligence reports
- 2) Monitoring and reporting on E&S performance
 - Ensure timely submission of required monitoring reports to ATIDI in accordance with E&S covenants.
 - Review the monitoring reports, identify areas for improvement, develop actionable corrective action plans.
 - Provide technical support in fulfilling the E&S reporting requirements as specified in Agreements with partners.
- 3) Climate Risk Assessment for eligible transactions and measurement of ATIDI's GHG Emissions
 - Provide technical support in climate risk assessment for eligible projects and measurement of ATIDI's GHG emissions.
 - Evaluate current documentation against target frameworks to pinpoint missing policies or operational deficiencies and develop actionable corrective action plans.
- 4) Impact data collection and impact reports preparation
 - Provide technical support for impact data collection, entry and preparation of impact reports.
 - Provide technical support for the development of the sustainability report template and format.
- 5) E&S information disclosure
 - Provide technical support for the preparation of documentation related to the disclosure of E&S information.
- 6) Review of ATIDI's existing ESMS and E&S policy
 - Provide technical support in the review process of ATIDI's existing ESMS and propose updates to the E&S policy and procedures to address identified gaps in processes.
 - Perform an ESG materiality assessment.
 - Develop guidelines for stakeholder engagement and conduct stakeholder mapping to determine how ATIDI will engage stakeholders in ESG initiative.
 - Provide technical support to engage with key identified stakeholders to understand their ESG-related priorities and gather their input.

3. Reporting and timeframe

The contract with the selected Consultant will commence at the completion of the selection, upon its signing and last for a period of 6 months, by which time all deliverables shall have been submitted and approved. The duty station will be ATIDI head office in Nairobi, Kenya.

The Consultant will report to the Senior ESG Officer within the Risk Department.

4. Deliverables

- 1) Environmental and Social Due Diligence Reports
- 2) Environmental and Social Monitoring Review Reports
- 3) Environmental and Social Reporting Requirement Notes
- 4) Climate Risk Assessment Reports for Projects
- 5) Results of GHG Emission Measurements
- 6) Impact Reports
- 7) Sustainability Report Template and Format
- 8) Documentation Related to Environmental and Social Disclosure
- 9) ESG Materiality Assessment Report
- 10) Guidelines for Stakeholder Engagement
- 11) Stakeholder Mapping and Engagement Reports
- 12) ESMS and E&S Policy Review and Benchmarking Notes

Deliverables must be submitted within five working days of receiving the documents to be reviewed. Timelines for certain deliverables may be adjusted based on several dynamic factors.

5. Selection criteria

- Bachelor's degree in environmental science, Sustainability, or other related fields;
- A master's degree in Sustainability Studies (MSC), Environmental Science or other related fields;
- A minimum of four (4) years of relevant experience in ESG, Sustainability or Environmental Science;
- Membership of a professional body such as Global Reporting Initiative (GRI), Sustainability Accounting Standards Board (SASB), CFA institute or similar bodies is an added advantage;
- Familiarity with ESG frameworks such as GRI, SASB, TCFD and SDGs;
- Knowledge of climate change risks and opportunities;
- Knowledge of sustainability trends, issues and regulations;
- Experience in ESG reporting and disclosure processes;
- Attention to detail and a commitment to accuracy and integrity;
- Passion for sustainability and a desire to make a positive impact;
- Proficiency in Microsoft Office Suite;
- Proactive and autonomous;
- Ability to work in a multi-cultural environment;
- Interested candidate should already have a **permit to work in Kenya** and be based in Nairobi Kenya
- Excellent communication (oral, written and presentation) and interpersonal skills; and French language competency is an added advantage.

Appendix B - Preparation of Submission

Curriculum Vitae (CV) for Proposed Individual Consultant

1. **Name of Individual:** _____
2. **Date of Birth:** _____ **Nationality:** _____
3. **Countries of Work Experience and employment record:**

[Starting with present position, list in reverse order every employment held since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To Year]: _____

Employer: _____

Positions held: _____

4. Detailed Tasks that best illustrate the ability to handle this assignment

Work Undertaken that Best Illustrates Capability to Handle this assignment.

[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate capability to handle the tasks listed under the terms of reference.]

Nature of assignment: _____ Year: _____ Location: _____

Positions held: _____ Activities

performed: _____

5. **Membership of Professional Associations:** _____

6. **Education [Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment]:**

7. **Other Training [Indicate significant training since degrees under 8 - Education were obtained]:**

8. **Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:**

9. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: Day/Month/Year

Full name of authorized representative: _____

Note: This Cv format is only a guide, interested candidates are free to modify the above format to respond comprehensively to the terms of reference.

**Appendix C- Format for financial proposal
Summary of Costs**

Kindly ensure that you familiarise yourselves with the required services and can reach out to ATIDI for any clarifications. The fees provided below will be assumed to include all fees for the assignment unless there is agreement in writing between the parties to vary the fees.

Item No	Description of activity	Unit	Rate per Month	Total fee for 6 months (USD) (All Inclusive)
1	Professional Services	Months		
2	Reimbursable costs	Lump Sum	-	
Total financial proposal [USD] all inclusive				[Insert total lump sum price]

Fee Considerations

- ATIDI expects that proposed fees would be fixed and payments to the Consultant will be a fixed lumpsum amount.
- The consultant will be responsible for all tax obligations applicable in Kenya.

Payment schedule

- Payments shall be made monthly on a pro rata basis supported by approved timesheets and accepted deliverables.

Appendix D - Evaluation of submissions

The submissions will be evaluated based on the individual consultants' qualifications.

The evaluation will be conducted in three (3) stages as shown below. Failure of a submission at any stage shall prevent further consideration at the next stage of evaluation.

(i) **Stage 1 – Preliminary/Eligibility evaluation – KYC**

The eligibility requirements shall be based on the requirements in the table below. You are required to comment against each criterion below or submit supporting documents.

S/N	Requirement	Compliance status (yes/no/declare/submit supporting documents)
1	The bidder shall be solvent, and shall not be in receivership, bankrupt or wound up, shall not have its affairs administered by a court or judicial officer, or its business activities suspended or the subject of legal proceedings for any of the foregoing.	Must declare
2	The bidder shall disclose any material information on themselves during the last 3 years including: • Sanctions • Litigations • Complaints • Investigations or proceedings • Legal/Tax/Compliance issues • Restructuring	Must declare
3	The bidder shall not have any conflict of interest in relation to the procurement requirement	Submit completed form
4	The bidder shall not be involved in any money laundering activities.	Must declare
5	The bidder shall submit a copy of a tax registration certificate	Submit copy
6	Bidders shall submit a copy of their work permit (where applicable)	Submit copy

(ii) Stage 2 - Technical evaluation

The Curriculum Vitae (CVs) will be evaluated using the criteria and merit point system indicated in the table below. The minimum pass mark is **80%**.

1.	Technical Evaluation	Max. score
	Experience of the Consultant	
	a. A minimum of four (4) years of relevant experience in ESG, Sustainability or Environmental Science;(10 marks) b. Familiarity with ESG frameworks such as GRI, SASB, TCFD and SDGs;(10 marks) c. Knowledge of climate change risks and opportunities; (10 marks) d. Knowledge of sustainability trends, issues and regulations;(10 marks) e. Experience in ESG reporting and disclosure processes;(10 marks) f. Experience in multicultural organization (10 marks)	60
2.	General and Professional Qualifications	40
	Qualification: a. A master's degree in Sustainability Studies (MSC), Environmental Science or other related fields;(15 marks) b. Bachelor's degree in environmental science, Sustainability, or other related fields;(15 marks) c. Membership of a professional body such as Global Reporting Initiative (GRI), Sustainability Accounting Standards Board (SASB), CFA institute or similar bodies is an added advantage (10 marks)	
	Total	100

(iii) Stage 3 - Evaluation of Financial Proposals

Submissions that pass Stages 1 and 2 will proceed to financial evaluation. The contract will be awarded to the bidder whose submission meets the minimum qualifications and offers the lowest evaluated price.

Appendix E - Declaration of conflict of interests

Notes:

Appendix E - Declaration of conflict of interests

- You are required to identify any potential conflicts of interest that could arise in the provision of the services.
- You are required provide sufficient detail of each interest (if any).
- If in doubt as to whether a conflict of interests could arise, a declaration of the interests should be made.

Interests that must be declared include the following:

- The firm or any person employed or engaged by or otherwise connected with the firm has provided or is providing services or other work for ATI;
- The firm or any relevant Person has any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions;

Declarations:

Name of Organization:		
Interests		
Type of Interest	Details	
Provision of services or other work for ATI		
Any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions		

Name of Relevant Person	<i>[complete for all Relevant Persons]</i>		
Interests			
Type of Interest	Details	Personal interest or that of a family member, close friend or other acquaintance?	
Provision of services or other work for ATI			
Provision of services or other work for any other firm in respect of this project			
Any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions			

To the best of my knowledge and belief, the above information is complete and correct. I undertake to update as necessary the information.

We have identified/not identified the following conflict of interest

Signed:

On behalf of:

Date:

Appendix F- Contract

TABLE OF CONTENTS

I. FORM OF CONTRACT	13
II. GENERAL CONDITIONS OF CONTRACT	15
III. SPECIAL CONDITIONS OF CONTRACT	22
APPENDIX A - TERMS OF REFERENCE.....	24
APPENDIX B - REPORTS/OUTPUTS	24
APPENDIX C - KEY PERSONNEL	24
APPENDIX D - BREAKDOWN OF CONTRACT PRICE.....	24
APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT	24

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____ 2026, between, on the one hand, the **African Trade Insurance Agency** (operating under the commercial name of African Trade & Investment Development Insurance - ATIDI), a multilateral financial institution established by the Agreement establishing the African Trade Insurance Agency which was registered under Article 102 of the Charter of the United Nations and having its headquarters at Kenya Re Towers, 5th Floor, Upper Hill, off Ragati Road, P.O. Box 10620, GPO 00100, Nairobi, Kenya (the "Client") and, on the other hand, _____ having its principal place of business at _____ (the "Consultant").

WHEREAS;

(a) the Client has requested the Consultant to provide certain services as defined in this Contract (hereinafter called the "**Services**");

(b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices:

Appendix A: Terms of Reference

Appendix B: Reporting Requirements

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

(c) in the event of any conflict between this Contract (or any portion thereof) and any other agreement or letter now existing or hereafter entered into between the African Trade Insurance Agency and _____, the terms of this Contract shall prevail.

IN WITNESS whereof the parties hereunto have caused this Contract to be executed in accordance with their laws the day and year first above written.

SIGNED by:

Signature: _____

Name: Manuel Moses Position: Chief Executive Officer

On behalf of the **African Trade Insurance Agency** (Client)

In the presence of:

Signature: _____

Name: Linda Bwakira Position: General Counsel & Corporate Secretary

On behalf of the **African Trade Insurance Agency** (Client)

Signed, by:

Signature: _____

Name: _____ Position: _____

On behalf of, _____ (the Consultant)

In the presence of:

Signature: _____

Name: _____ Position: _____

On behalf of, _____ (the Consultant)

II. GENERAL CONDITIONS OF CONTRACT

(The General Conditions of Contract ("GCC") shall not be modified)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in Wales and England as they may be issued and in force from time to time;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" all charges for professional services, costs and disbursements which have been demonstrably reasonably and necessarily incurred;
- d) "Client" means the African Trade Insurance Agency;
- e) "foreign currency" means any currency other than the currency of Kenya;
- f) "GC" means these General Conditions of this Contract;
- g) "Member", in case the Consultant consist of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant' rights and obligations towards the Client under this Contract;
- h) "Party" means the Client or Consultant, as the case may be, and "Parties" means both of them
- i) "SC" means the Special Conditions of this Contract
- j) "Services" means the work to be performed by the Consultant pursuant to the Contract.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or email to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and Appendix F and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Client may approve.

1.6 Authorized representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed only by the authorized representatives/ officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultant, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such

action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and thirty five (35) days' in the case of the event referred to in (d):

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client, in its sole discretion, decides to terminate this Contract for reasons including but not limited to debarment or sanctions imposed on the Consultant by either local or international bodies including but not limited to the United Nations Security Council (UNSC), United States Department of the Treasury's Office of Foreign Assets Control (OFAC), United Kingdom Office of Financial Sanctions Implementation (OFSI)/HM Treasury, the European Union (EU) and the World Bank.

2.6.2 By the Consultant

The Consultants may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a), (b), (c) and (d) of this Clause 2.6.2:

- a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client becomes insolvent or bankrupt;
- d) The Consultant may terminate this Contract, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant: remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and

practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants Not to Be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and for a period of six (6) months after its termination, the Consultant, as well as any Subconsultant, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from recommendations made by the consultant in the cause of provision of the services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this contract, any business or professional activities that would conflict with the activities assigned to them under this Contract; or
- b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality

3.3.1. Except as otherwise permitted by this Contract, the Consultant and the Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services or the Client's business or operations without the prior written consent of the Client. Either of the Parties may, however, disclose the information to the extent that it:

- (a) is or becomes public other than through a breach of this Contract,
- (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the recipient at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the recipient's rights under this Contract or
- (e) must be disclosed under applicable law, legal process, insurance purposes or professional regulations.

3.3.2 Either of the Parties may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Contract.

3.3.3 The Consultant shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on behalf of the Consultant.

3.4 Insurance to Be Taken Out by the Consultant

The Consultant (a) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services,

b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants).

3.6 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles and agreed job descriptions in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to assist with exemptions as specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT

6.1 Remuneration

The Consultant's remuneration shall be a lumpsum amount and shall be based on the agreed fees in providing the services and shall include staff costs, printing, communications and all other costs incurred by the Consultant in carrying out the Services described in Appendix A, b and F. The Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Request for advance payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant have submitted an invoice to the Client specifying the amount due.

6.5 The remuneration shall be exclusive of VAT. The amount also excludes any additional local taxes or withholding taxes that are payable by the Client to the relevant authorities.

6.6 The Client bears exclusive responsibility for carrying all transaction costs/charges for the payment. The Consultant will not be held responsible for such charges. Non-compliance will result in the Consultant invoicing the Client for any difference.

6.7 Interest on Delayed Payments

If the Client has delayed payments after the due date stated in the SC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. FRAUD AND CORRUPTION

Any act of corruption, bribery, fraud concerning the Client (ATI) or the Supplier/Consultant will authorize either party to terminate this Contract without prior notice.

8. LIABILITY & INDEMNITY

8.1 Unless specifically otherwise agreed with the Client (ATI) in writing, the Consultant's responsibility for the performance of the Services is to ATI and ATI alone.

8.2 Unless specifically otherwise agreed with the Consultant in writing, any unauthorized disclosure of this Contract or data or information arising from it by the Consultant to third parties, the Consultant agrees to indemnify the Client, against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such unauthorized disclosure.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

10. INTELLECTUAL PROPERTY

It is acknowledged and agreed by the Parties that nothing in this Contract shall affect either Party's ownership of any Intellectual Property Rights which exist as of the date of this Contract or will be generated independent of this Contract thereafter.

11. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Contract, and to do all things necessary to procure the fulfilment of its obligations in terms of this Contract.

12. DATA PROTECTION

12.1 Each Party acknowledges that the Confidential Information may contain personal data, the handling or processing of which may be subject to statutory or regulatory data protection requirements in any relevant jurisdiction. Each Party agrees that it will take appropriate measures to ensure compliance with all such data protection requirements.

12.2 Each Party further undertakes to ensure that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, the personal data: including:

- (a) taking reasonable steps to ensure the reliability of any employees who have access to such personal data; and
- (b) ensuring a level of security appropriate to the harm that may result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of such personal data.

III. SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall take precedence over the General Conditions of Contract to the extent of that inconsistency. These Special Conditions of Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Number of Amendments of, and Supplements to, Clauses in the General Conditions GC

1.3 The language is: **English**

1.4 The addresses are:

For the Client: **The African Trade Insurance Agency, Kenya Re Towers, 5th Floor, Upperhill, off Ragati Road, P.O. Box 10620-00100, Nairobi, Kenya**

Attention: _____

For the Consultant: _____

Attention: _____ Email address: _____

Tel: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

1.7 Payment to the Consultant will be exclusive of local VAT in Kenya.

2.1 The date on which this Contract shall come into effect is: _____

2.2 The date for the commencement of Services is: _____

2.3 The period shall be: 6 months.

3.4 The risks and insurance coverage shall be: Not applicable

3.7 "The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."

5.1 Not applicable

6.1 The Consultant's remuneration shall be a lump sum amount and shall include reimbursable costs.

6.2 (a) The amount in foreign currency or currencies is: refer to appendix D.

6.2 (b) The amount in local currency is refer to appendix D.

6.4 Payment terms:

6.5 Payments shall be made on a monthly basis.

The interest rate is: **Not applicable.**

9.2 Any dispute, controversy or claim arising out of or relating to this Contract of the breach, termination or invalidity thereof, between the Parties shall be resolved by Arbitration under UNCITRAL Rules which Rules are deemed to be incorporated by reference into this clause. The venue of arbitration shall be Nairobi, Kenya. The applicable law shall be the laws of England and Wales. The proceedings shall be held in the English language. The arbitration award shall be final, binding and not subject to appeal.

APPENDIX A - TERMS OF REFERENCE**APPENDIX B - REPORTS/OUTPUTS****APPENDIX C - KEY PERSONNEL**

S/N	Name	Position
1		
2		
3		
4		
5		
6		

APPENDIX D - BREAKDOWN OF CONTRACT PRICE**APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**