



Agriculture & Finance Consultants

AFC Agriculture & Finance Consultants GmbH | Dottendorfer Straße 82 | 53129 Bonn

Proconsulting S.R.L
Palade, Anatolie
23/9 Petru Movila office 4
MD-2004 Chisinau
Moldova, Republic of

Purchase Order: 309000293

Vendor No: 20012082

Contact: Baumert, Sophia-Emilia

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E-mail: sophia.baumert@afci.de

Project: 3010005 | EIB Fruit Garden Moldova

Customer: EIB - La Banque européenne d'investissement

Country: Moldova, Republic of

Payment practice: 14 Days Net

Pos.	Description	Line Remarks	Quantity Unit(up to)	Price	Tax Code	Total in EUR
1	0103-45000010 EX Fee Expert (a)	EX Fee Expert (a)	200,00 working day	100,00	DE 0% Foreign Third Country	20.000,00
Net Total						20.000,00
Total Price in EUR:						20.000,00

AFC Agriculture & Finance Consultants GmbH
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URL: www.afci.de

Commerzbank AG
BIC: COBADEFFXXX
IBAN: DE72 5004 0000 0348 7188 00
VAT: DE122111231
Registration No.: HRB 3640

Managing Directors:
Johannes Buschmaier
Wolfgang Schmitt

SB

Terms of Reference

The Contractor's detailed tasks are described in annex 1 to this contract (Terms of Reference), which forms an integral part of this contract. The Contractor has read the attached General Terms and Conditions for Freelance Contracts of AFC which forms an integral part of this contract.

Contractor's deployment

The time frame for carrying out the tasks is provided for as follows:
The implementation of the tasks is expected to consist of 200 working days in the period from October 2018 till December 2020.

Reports and documents

The Contractor undertakes to hand over in due form and on time, and in accordance with the Terms of Reference (Annex 1), the reports and documents to be submitted by AFC to its Client.

Remuneration & Travel

The Contractor shall receive the remuneration as stated in the purchase order for the tasks to be performed.
The remuneration will follow the below scheme:

For successful loan applications for loans up to 15,000 EUR, 5 working days will be accredited and paid
For successful loan applications for loans up to 50,000 EUR, 4 working days will be accredited and paid
For successful loan applications for loans up to 150,000 EUR, 3 working days will be accredited and paid
For the support of beneficiaries that are located >50km from Chisinau, a travel allowance of 20EUR per accredited working day will be paid.

The travel allowance covers the Contractor's communication, travel and accommodation costs

Entitlement to remuneration

The Contractor's entitlement to remuneration is substantiated by the following documents:

- Proof of successful loan application
- Contractor's invoice
- Timesheet signed by Team Leader
- Signed General Terms and Conditions for Freelance Contracts of AFC, incl. Code of Conduct

Contractor's final invoice

The amount invoiced by the Contractor will only be payable after acceptance by AFC of the proof of successful loan application.

Termination

The contractual relationship may be terminated without cause on giving 2 weeks at the end of the month. The right to extraordinary terminations remains unaffected. To be effective, termination of the contract must be made in writing.

Severability clause / Additional agreements

If any provision of the present contract is invalid or unenforceable or becomes invalid or unenforceable, in whole or in part, after the contract is signed, the validity of the remaining provisions of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced, to the extent possible, by a valid and enforceable provision covering the economic purpose and intended meaning of the invalid or unenforceable provision the parties have originally meant to determine. To be effective, additional agreements and amendments to the contract are only valid if made in writing. The obligations resulting from the General Conditions of AFC for the Contractor during implementation of this contract are binding on the Contractor who cannot deduce there from any rights.

Appendices

The following appendices are an integral part of the present contract:

- Terms of Reference (Annex 1)
- General Terms and Conditions for Freelance Contracts of AFC incl. Code of Conduct
- Time sheet

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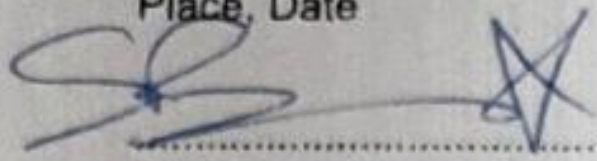
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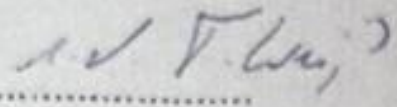
Bonn, 19.10.2018

Place, Date



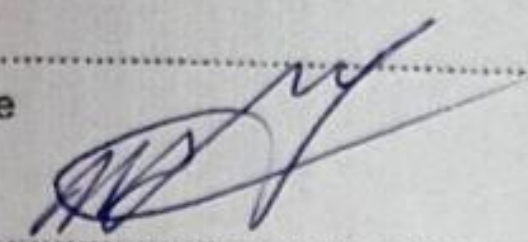
AFC Agriculture & Finance Consultants GmbH

Baumert, Sophia-Emilia



Kruse, Katharina

Place, Date



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Appendix 1:

Terms of Reference for a Business Development Non-Key Expert

For financial brokerage of Fruit Garden of Moldova (FGM) loans between farmers and banks

Project Number: 3-3-J

Maximum no. of days to be invoiced to EIB: 200

Expert: Anatolie Palade (including mobile no. and e-Mail address): <u>anatolie.palade@gmail.com</u>	Area: Financial brokerage
	Location: Chisinau
	Timing: September 2018 to December 2020

Stakeholders:	Phone	Email
Team Leader (AFC): Christoph Arndt	+373 60245607	christoph.arndt@afci.de
Responsible Contract (AFC): Sophia Baumert	+49 228 9857992	sophia.baumert@afci.de
Contract Manager (AFC): Igor Gorashov	+373 69104412	igor.gorashov@afci.de
BDS Advisor (AFC): Radu Voicu	+373 69602570	radu.voicu@afci.de
Expert reports to:	Christoph Arndt, Igor Gorashov (Supervisor), Radu Voicu	

Background and Rationale:

The majority of potential beneficiaries of EIB financed loans need substantial support, firstly, to understand the exact requirements, conditions and eligibility criteria under the Fruit Garden of Moldova (FGM) Project as well as the practical steps and procedures to apply to the EIB financed loans, and, secondly, to prepare the package of documents for application to the project and to the participating commercial banks (i.e. completion of the application, business plan development, correct presentation of financial statements, legal and other confirmation documents, etc.). For all this, potential beneficiaries usually have to call on outside support.

The Business Development Non-Key Experts hired by the FGM TA will provide business development support that target eligible beneficiaries of the FGM Project (mainly horticultural producers and entrepreneurs of related value chain links), providing consulting and training services for the sound formulation of the business ideas, feasibility analysis, business planning, financial projections, and further provision of financial brokerage support to obtain all required approvals to receive desired financing.

The objective of the assignments given out to a network of Business Development Non-Key Experts is to provide a reactive and responsive service to eligible and bankable candidate investees for the preparation of the loan application package which should lead to in total 150-200 successful loan applications by smallholder farmers or small processing enterprises to the FGM Project.


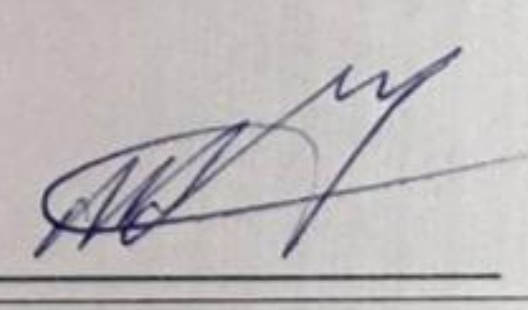
To ensure that the Business Development Non-Key Experts work client focused and target oriented, it is foreseen that the costs of employing the Experts are shared between the beneficiaries and the FGM TA. However, for small-holder farmers (applied loan sizes up to 15,000 EUR), the FGM TA contributes a larger share of the overall consultancy costs, namely 5 working days; 4 working days are paid by the FGM TA for loan sizes up to 50,000 EUR and 3 working days for loan sizes up to 150,000 EUR. For the activities of the FGM TA to assist beneficiaries with business development services, a maximum of 800 Junior Non-Key Expert working days has been allocated.

Description of tasks:

The support services to be provided include the following tasks:

1. Introducing potential beneficiaries to the financial and technical assistance opportunities under the FGM Project, identification of eligible individual or/and group candidates with promising bankable potentials, and support in adjusting the potential beneficiaries' interests to the objectives of the FGM Project.
2. Assistance in feasibility analysis of the proposed business idea, modelling of various business options, benchmarking with the best technical practice in the sector, and advisory in planning the marketing approach to match demand trends.
3. Assistance in financial analysis of the most recent financial statements, coaching in improving financial reporting to meet requirements (ratios and performance indicators) of the participating financial institutions. Advisory support for the appropriate selection of existing assets and use of guarantee instruments to form the required collateral.
4. Assistance in the elaboration of the project proposal and loan application package, including business plan, as well as for obtaining financing from the participating financial institutions.
5. Financial brokerage support in obtaining approvals of PIU, participating financial institutions and EIB for the loans requested.

Deliverables:	Deadlines
1. List of 100 enterprises informed about project conditions	31.12.2020
2. List of 50 enterprises supported for project application	31.12.2020
3. List of 50 business plans developed	31.12.2020
4. List of minimum 40 beneficiaries approved for crediting and of loans disbursed	31.12.2020
5. Short final report on services provided, results obtained and lessons learned	31.12.2020

Signatures:	AFC: 		Expert: 
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