



RFI25/07/19

**REQUEST FOR INFORMATION
FOR
CONSULTING SERVICES
FOR
IMPLEMENTATION SUPPORT FOR THE
SOUTH AFRICAN FACILITY FOR GREEN
GROWTH (SAFGG)**

**RFI CLOSING DATE:
TUESDAY, 06 AUGUST 2019
AT 12:00 NOON**

SECTION: 1

CONDITIONS AND UNDERTAKINGS IN RESPECT OF THIS RFI

CONDITIONS AND UNDERTAKINGS IN RESPECT OF THIS REQUEST FOR INFORMATION

1. REQUEST FOR INFORMATION (RFI)

Industrial Development Corporation of SA Ltd (“IDC”) hereby invites qualified consultants (“Respondent/-s”) to submit Information (as defined in this RFI) for provision of consulting services (the “Services”). The scope of the Services is further detailed in Section 2. This RFI constitutes the first phase of the Tender process and will be followed by a Request for Proposal to which only Prequalified Respondents will be invited.

Funding for the Services has been provided by KfW Development Bank under the South African Facility for Green Growth (“SAFGG”) program. Further information on the SAFGG is provided in Section 2.

2. KfW-FINANCED PROCUREMENT REQUIREMENTS

This Tender will follow South Africa’s National Treasury’s legislations and IDC’s Procurement Policy and led by IDC’s Procurement Unit. However, as the funding for the SAFGG is provided by KfW, the Tender process must also be in compliance with KfW’s “Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries (January 2019/available at www.kfw-entwicklungsbank.de)” to receive No Objection through KfW. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this RFI.

KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section 5 of this RFI. In further pursuance of this policy, Respondents to this RFI 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 procurement process and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

3. PROPRIETARY INFORMATION

IDC considers this Request for Information and all related information, either written or verbal, which is provided to the Respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The Respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of IDC.

4. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this RFI should be sent by email to:

Name: Mmanthudi Mosupyoe

Email address: mmanthudim@idc.co.za

Enquiries in relation to this RFI will not be entertained after **26 July 2019, 12h00 pm**.

- The enquiries will be consolidated and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same RFI document.

- The IDC may respond to any enquiry in its absolute discretion and the Respondent acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

5. SUBMISSION OF INFORMATION

- 5.1 Information in response to this RFI should be submitted in duplicate all bound in a sealed envelope endorsed, **RFI25/07/19: REQUEST FOR INFORMATION FOR CONSULTING SERVICES FOR IMPLEMENTATION SUPPORT FOR THE SOUTH AFRICAN FACILITY FOR GREEN GROWTH (SAFGG)**.

The sealed envelope must be placed in the tender box at the Main Reception area of the IDC Building, 19 Fredman Drive, Sandton, South Africa by no later than **Tuesday 06 August 2019, 12:00 noon (South African Time)**. **No late response will be considered.**

- 5.2 The closing date, company / respondent name and the return address must also be endorsed on the envelope.
- 5.3 If a courier service company is being used for delivery of the information, the RFI description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

6. RESPONSE FORMAT

Respondents shall submit their Information in accordance with the format specified below (**each schedule must be clearly marked**). All the documentation submitted in Information must be in English. Respondents shall accompany their Information with a soft copy (CD or USB stick).

Consultants are free to form JVs or associate themselves with other firms or independent experts to ensure that all required know-how, expertise and experience are available to them.

- 6.1 **Cover Page:** (the cover page must clearly indicate the RFI reference number, RFI description and the company's name including any potential JV members and Sub-Consultants as well as contact details for an authorized representative of the Respondent).
- 6.2 **Presentation of Respondent:** (maximum 10 pages), inclusive clear statements of type, property business scope, previous international experience of the Consultant and/or associated partners (if applicable)
- 6.3 **Statements and Declarations**
- A Power of Attorney authorizing the representative of the Respondent to submit the Information on behalf of the Respondent. If the Respondent is a Joint Venture,
 - the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the declarations of association, and
 - a Power of Attorney by all JV members / associated partners authorizing the representative of the Lead Consultant to shall be provided.

- In case of a JV / association – a **Declaration of Association** clearly indicating the intended contractual arrangement with other firms or individual consultants, and nominating the lead Consultant and including letters of intent of participating firms.
- **Statement on Affiliations** of any kind with other firms or subsidiaries which may present a conflict of interest in providing the envisaged services (in case of an association one separate declaration for each member, in case of sub-contracting one separate declaration for each member). If no affiliations exist, a declaration of non-existence of a conflict of interest is required.
- **Declaration of Undertaking** to observe the highest standards of ethics during execution of the contract (in case of an association one separate declaration for each member). The Declaration of Undertaking shall be submitted and duly signed according with the form and content as per the template provided in Section 3.
- **Financial Capacity Statement** of the Respondent and, if applicable, all JV / members' / associated partners' in the format of Section 6. The Financial Capacity Statement shall be supported by the Respondent's, and, if applicable, all JV / members' / associated partners' Balance sheet, statement of turnover or annual tax statement or profit and loss account and confirm the **necessary minimum turnover of more than ZAR 20 million (or currency equivalent)** for the last three years 2016, 2017 and 2018) and indicate the turnover for comparable services as requested under this RFI. In case of JVs / associations, the aggregated turnover of all JV members / associated partners will be considered.
- **List of project references** presented in the Format provided in Section 7 covering the last eight (8) years only and strictly related to the envisaged services (maximum 15 references).
- **List of available personnel structure** for the envisaged services with information about education, professional experience, regional experience, years with firm, specific project-related experience and experience in similar posts (no detailed CVs!) as per Section 8. This personnel list shall allow a profound judgement on the Consultants' general ability to provide the required personnel having the specific experience for the project.

The preparation and the submission of the Information is the responsibility of the Respondent and no relief or consideration shall be given for errors and omissions. **Information not providing the necessary content above shall be deemed incomplete and rejected.**

7. SELECTION OF PREQUALIFIED RESPONDENTS

- 7.1 It is planned to establish a shortlist of not more than five Prequalified Respondents for the subsequent Request for Proposal and to invite technical and financial proposals from these Respondents.

Completeness & Responsiveness Assessment

- 7.2 Information submitted by Respondents will first be assessed for completeness and responsiveness. IDC shall reject any Information that is not substantially responsive to the requirements of this RFI document.

- 7.2.1 Any Information lacking any Statement or Declaration listed under 6.3 (as applicable) will be considered incomplete and rejected.
- 7.2.2 An Information failing to demonstrate that the Respondent fulfils the financial capability requirements set out in 6.3 of this RFI will be considered non-responsive and rejected.
- 7.3 Any Information submitted will not be considered substantially responsive if it fails to score a **minimum of 70 points** under the Environmental, Social, Health and Safety (“ESHS”) Score as detailed below:

Minimum ESHS Score	Scoring
<p>1 <u>Implementation of Environmental and Social Management Systems for Financial Intermediaries</u></p> <ul style="list-style-type: none"> • Two (2) references (25 points each) • Comprehensive review of existing Environmental and Social Management Systems and/or implementation of an existing Environmental and Social Management Systems including development of a detailed gap analysis as basis for development of existing Environmental and Social Management Systems for FIs • At least one (1) reference presented shall incorporate IFC Performance Standards or other comparable international standards • At least one reference presented shall include South African environmental and social legislation 	50
<p>2 <u>Environmental & Social Due Diligence</u></p> <ul style="list-style-type: none"> • Four (4) references (12,5 points each) • Based on IFC Performance Standards or other comparable international standards • For infrastructure measures and/or industrial buildings with an investment volume of not less than USD 5 million or other currency equivalent • At least three references for a measure / business activity of at least Category B according to IFC Performance Standards or other international standards • Including development of Environmental and Social Action Plans, supervision of implementation of Environmental and Social Action Plans / Environmental and Social Management Plans 	50
<u>Overall EHS Score available</u>	100

The ESHS Score will be evaluated based on the project references provided by the Respondent. The full ESHS Score will be obtained if

- the Respondent provides the total quantity of requested references under each project reference types (1 and 2);

- each project reference presented fully reflects the requirements or scope of the respective reference type (additional specifications for the project reference types are not to be understood as minimum requirements, but rather as requirements to achieve the full ESHS score per project reference type); and/or
- the project reference presented provides all information relevant for its evaluation under the ESHS Score.

A single project reference may be presented for multiple reference types.

Technical Score Assessment

- 7.4 Only Information deemed complete and responsive as per 7.2 and 7.3 will be evaluated in accordance with the following Technical Score Criteria and scoring system.

Technical Score Criteria	Scoring
1. Respondent's Experience	60
1.1 Experience in implementing similar projects	45
1.1.1 <u>Project implementation / management support for facilities and/or programs promoting Green Economy businesses</u> <ul style="list-style-type: none"> • Four (4) references (7.5 points each) • Supporting Financial Intermediaries (FI) and/or development banks • Targeting green economy companies or resource efficiency projects • With at least a portion of available funding provided by international development banks / donor agencies 	30
1.1.2 <u>Technical and commercial / financial due diligence</u> <ul style="list-style-type: none"> • Five (5) references (3 points each) • Due diligence in context of investment appraisals or similar • Including the following sectors / technologies (one reference for each sector): <ul style="list-style-type: none"> ○ Energy Efficiency ○ Renewable Energy (no utility scale power generation) ○ Water conservation / (waste) water treatment ○ Agricultural and Forestry Sector ○ Transport • Including project implementation supervision 	15
1.2 Experience with working-conditions in developing and/or transition countries preferably in the same sector.	3
1.3 Experience with working-conditions in South Africa and/or other countries in the region¹ preferably in the same sector	12

¹ SADC member states

<u>1.3.1 SADC region experience</u>	2
<u>1.3.2 South Africa experience</u>	10
2. Respondents' Technical Capabilities	35
<u>Qualitative assessment of the Respondent's Technical Capabilities related to the Project</u> <ul style="list-style-type: none"> • Project / facility management for development partner projects (10 points) • Technical Expertise <ul style="list-style-type: none"> ○ Energy Efficiency (2 points) ○ Renewable Energy (no utility scale power generation) (2 points) ○ Water conservation / (waste) water treatment (2 points) ○ Agricultural and Forestry Sector (2 points) ○ Transport (2 points) • Commercial due diligence of projects targeting resource savings (CO₂, water etc. pp. (5 points) • Environmental and Social Management System development and implementation preferably for financial intermediaries (3 points) • Environmental & Social Due Diligence of high risk category projects (3 points) • OHS System and implementation (2 points) • Training capacities for EHS (2 points) 	35
3. Is the Information presented in a concise manner and related to the project?	5
<u>Overall Technical Score available</u>	100

The detailed assessment of the project references presented under Respondent's "Experience in implementing similar projects" (1.1) for the Technical Score will be conducted with the following methodology:

- The full score under each evaluation sub-criterion 1.1.1 and 1.1.2 will be achieved if:
- the Respondent provides the total quantity of requested under each project reference types;
 - each project reference presented fully reflects the requirements or scope of the respective reference type (additional specifications for the project reference types are not to be understood as minimum requirements, but rather as requirements to achieve the full score per project reference); and/or
 - the project reference presented provides all information relevant for its evaluation.

A single project reference project may be presented for multiple reference types.

The Respondents' Technical Capability will be evaluated based on the list of available personnel structure.

Technical Score Assessment

- 7.5 Only Respondents who achieve a minimum of 70 points for the Total Qualification Score (“TQS”) will qualify for the shortlist as Prequalified Respondents. The Total Qualification Score is calculated as follows:

$$\text{TQS} = 0,3 * \text{ESHS Score (30\%)} + 0,7 * \text{Technical Score (70\%)}$$

If more than five (5) Respondents score a Total Qualification Score of 70 points or more, the Respondents with the five (5) highest TQS will be considered Prequalified Respondents. Any other Respondents will be rejected.

- 7.6 Rejected Respondents will be informed accordingly by email to the authorized representative of the Respondent.

8. NO LIABILITY OF IDC

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by IDC regarding anything arising from the fact that pages are missing or duplicated.

9. IDC’S RIGHTS

- 9.1 IDC reserves the right to reject any Information submitted.
- 9.2 The subsequent RFP process may include the acceptance and signing of a Non-Disclosure Agreement (NDA) by all invited Respondents to protect sensitive and confidential information which the IDC may share with such respondents.
- 9.3 The IDC reserves the right to clarify any aspect of information provided / submitted with respondents to this RFI.

10. REQUEST FOR PROPOSAL

The subsequent RFP will be conducted on IDC’s standard terms and conditions in compliance with the applicable KfW Guidelines. The final award selection for all proposals passing the functionality threshold will be made through a combination of the achieved financial score and the BEE (“Black Economic Empowerment”) score in accordance with South Africa’s National Treasury’s legislations and IDC’s Procurement Policy.

SECTION: 2

REQUEST FOR INFORMATION

DETAILS OF SERVICES

1. Introduction and Background

With greenhouse gas emissions of 544 million metric tons per year, the Republic of South Africa (“RSA”) is among the twenty biggest emitters of greenhouse gases in the world. At the same time, RSA is severely affected by the consequences of climate change with especially adverse impacts in the areas of water and agriculture. In response to this, the Government of RSA (“GoSA”) has targeted the “Green Economy” sector as one of the primary beneficiaries for investments and public support in several policies and strategic initiatives – including the National Development Plan 2030, the Green Economy Accord as well as National Strategy for Sustainable Development and Action Plan. At occasion of the UN COP 15 (2009), GoSA committed to reduce greenhouse gas emission by 42% until 2020. One particular contributor to achieve this ambitious goal is seen in supporting the South African private sector in transitioning to a low carbon and energy efficient economy through provision of public financial support instruments to enterprises in the Green Economy. The Industrial Development Corporation of South Africa (“IDC” / “Employer”) is one of the institutions through which such financial support is provided to the South African private sector.

The German Financial Cooperation (“FC”) has been supporting GoSA in this transition process for several years, in particular in the areas of promotion of renewable energy, grid integration of renewables and energy efficiency.

2. The Project

Although South Africa’s financial sector and institutions can be considered well developed and capitalized, companies operating in the Green Economy only have limited access to financial services. Companies face challenges to obtain loans from commercial banks which inhibits further investment in operational efficiencies and company growth in the green economy.

The FC through KfW has provided a development loan of USD 80 million to IDC for the South African Facility for Green Growth (“SAFGG” / the “Project”). The funds provided shall be extended by the IDC to eligible South African companies (“Sub-borrowers”) with the purpose to finance investments of such innovative South African companies in the green economy. Investments supported under the SAFGG shall contribute to the mitigation of CO₂ and/or shall have a beneficial impact on environmental protection and resource efficiency, e. g. water resource protection and water conservation. The link between water and energy / energy efficiency is a particularly relevant aspect and shall also be targeted under the Project.

3. General Scope of the Services

The Consultant shall support the IDC in the operationalization and day-to-day administrative management of the SAFGG including reporting to KfW and disbursement management. In cooperation with the IDC, the Consultant will be responsible to develop an investment manual for the SAFGG, assist IDC in project identification of a potential project pipeline for support under the SAFGG and marketing of the facility as required.

The Consultant shall assist IDC in the assessment of projects proposed by potential Sub-borrowers and assess these against the selection and eligibility criteria of the SAFGG. The Consultant shall support IDC in the commercial and technical due diligence process and facilitate the review and approval processes of IDC and KfW. Where feasible, the Consultant shall also undertake to support optimization of projects proposals presented by potential Sub-borrowers. The Consultant shall assist IDC in monitoring of the implementation of individual projects selected for support under the Project and report to IDC and KfW. Finally, the

Consultant shall verify whether targeted resource savings were achieved during the first years of operation based on previously developed and agreed methodologies.

Furthermore, the Consultant shall support IDC by further developing IDC's Environmental and Social Management Systems ("ESMS") and Environmental and Social Due Diligence ("ESDD") capacities. This will include an analysis of IDC's ESMS and ESDD based on IDC's documents on ESDD, benchmarking IDC's responsible investment practices (ESMS; E&S risk management) with industry best-practice/ IFC Performance Standards (PS) and development of a gap analysis of IDC's ESMS against IFC PS. The Consultant shall also evaluate IDC's SAFGG portfolio regarding potential E&S risks in monitoring projects selected for support under the SAFGG during their implementation, in particular against Environmental and Social Impact assessments ("ESIA") presented and monitoring of compliance with applicable E&S standards (IFC Performance Standards) through Sub-borrowers and their contractors.

The Services solicited under this Tender include, but are not limited to the following tasks:

i. Project management support

1. General program implementation management support including assistance in financial and disbursement management;
2. Development of a SAFGG Investment Manual incorporating, amongst others, the Eligibility Criteria agreed between IDC and KfW;
3. Assist IDC in obtaining required KfW approvals for sub-loans provided to Sub-Borrowers;
4. Support IDC in reporting to KfW, including compliance with obligatory minimum performance indicators regarding, amongst others, CO₂ and water savings;
5. Support IDC in marketing of the SAFGG; and
6. General capacity development.

ii. Technical & Financial due diligence support

1. Assist IDC in the technical due diligence of proposed projects in the following priority areas targeted for support under the SAFGG:
 - Energy Efficiency
 - Renewable Energy (transport, natural gas, ESCOs, water /pumping, commercial solar PV rooftop)
 - Water conservation / (waste) water treatment
 - Agricultural and Forestry Sector
 - Transport;
2. Develop and implement appropriate computation models and tools to ensure that proposed projects comply with minimum performance indicators for eligibility under the SAFGG;
3. Recommendations to potential Sub-Borrowers for improvements of project proposals to ensure that projects comply with state of the art & appropriate proven technology;

4. Conduct Financial viability and plausibility check for proposed projects; and
5. Assist IDC in supervision of implementation of projects as required.

iii. E&S

1. Re-analyse IDC's ESMS and ESDD based on IDC's documents on ESDD;
2. Benchmark IDC's responsible investment practices (ESMS and E&S risk management, capacities of IDC in relation to implementation and operation of projects) against industry best-practice/ IFC Performance Standards (PS) and provide gap analysis of IDC's ESMS against IFC PS and verify the risk rating and categorization of IDC;
3. Support IDC in improving the existing ESMS under consideration of IDC's project portfolio and E&S risks;
4. Analyse whether high risk projects (Cat. A, Cat. B+) under the SAFGG credit line are defined and thus categorized as specified in KfW sustainability guideline and other international relevant standards;
5. Assist IDC in the environmental and social due diligence of high risk projects within the credit line, inter alia review of Environmental and Social Impact Assessments. If gaps are existent, the Consultant shall prepare an Environmental and Social Action Plan (ESAP) that needs to be implemented by the Sub-Borrower;
6. Supervision of implementation of high risk projects including E&S monitoring;
7. Capacity development in regard to ESDD; and
8. Support IDC in continuously improving and formulating their E&S policy, tools, procedures, checklists and training material

The above list of the Services scope shall not be understood as complete and exhaustive. A comprehensive, detailed description of the required services will be given in the Terms of Reference provided as part of the Request for Proposal.

SECTION 3: DECLARATION OF UNDERTAKING

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")²

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ 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) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany 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;
 - 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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 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

² 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".

³ 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.

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 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 Organisation⁴ (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 of⁵: _____

Signature:

Dated:

⁴ 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.

SECTION 4: 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 5: 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:

Coercive Practice	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.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	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 Organisation⁶ (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.
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SECTION 6: Financial Capacity Statement

Financial data	2 years before last year <specify> ZAR	Year before last year <specify> ZAR	Last year <specify> ZAR	Average ZAR
Annual turnover				
Current assets				
Current liabilities				

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 without balance sheet shall provide appropriate information.

Further Instructions to Financial Capacity Statement:

- Last year = last accounting year for which the entity's accounts have been closed.
- Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.
- 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.
- A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.
- ¹A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts

SECTION 7: Reference Project format

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		
Presented for Reference type: (1.1.1 – 1.1.4)						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:		

Further Instructions to Reference Project template:

- * 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
- Last year = last accounting year for which the entity's accounts have been closed.
- Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.
- 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.
- A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.
- A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

SECTION 8: List of Available Personnel Structure

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment. Include home-office project management / administration and back-stopping personnel. Include freelance personnel and sub-consultant staff, if applicable. Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the RFI stage. The Applicant shall demonstrate the depth of their own capacity by naming potential candidates for the project team. The focus is on access and availability to project relevant in-house expertise. While it is understood that prequalified Applicants are not required to include staff named below into the proposal, it is expected that the level of in-house expertise in the proposal is consistent with the level demonstrated in the RFI.

Name	Area of Expertise relevant to the Services	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

For freelance experts (e.g. with retainer contracts or formal agreements) indicate "FE" and how long the expert has been associated with the Applicant. For sub-consultant staff indicate "Sub". Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff. If no acronym is indicated, it is assumed that the staff is permanently employed by the Applicant.