

**TAMIL NADU URBAN INFRASTRUCTURE FINANCIAL SERVICES LIMITED
(TNUIFSL)**

**Sustainable Municipal Infrastructure Financing Tamil Nadu Program – Third
Phase (SMIF TN III)**

REQUEST FOR EXPRESSION OF INTEREST (REOI)

(National and International Firms are invited)

India

CONSULTING SERVICES

Ref: BMZ201870179/KFW510909

The Government of the Federal Republic of Germany through KfW Development Bank and Government of India (GoI) have agreed to provide funds under Sustainable Municipal Infrastructure Financing Tamil Nadu Program – Third Phase (SMIF TN III). TNUIFSL is the project executing agency for the program.

TNUIFSL invites eligible Consultancy firm(s) having experience and expertise in the field of developing projects and programmes in the sector listed below:

S. No	Sector / Project Name	Assistance type	Minimum Annual Turnover Rs. In Crores (5 Years ending 2022-23)	Minimum Experience in last 10 years
1	Appointment of “Climate Change Adaptation Expert” for assisting TNUIFSL in various consultancy assignments and projects to be carried out under Tamil Nadu Sustainable Municipal Infrastructure Funds (SMIF-TN) phase – III assisted by KfW Bank.	Technical Expertise	3.00	At least three completed assignments

Interested firms must provide sufficient information / details that they are qualified to perform the services (along with brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc., if any).

The information and the details received will be evaluated based on the criteria given and the firms will be shortlisted in accordance with the procedures set out in KfW’s Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partners, see [Richtlinien Englisch 2021 \(kfw-entwicklungsbank.de\)](https://www.kfw-entwicklungsbank.de)

Interested consultancy firms may apply and may obtain further information from TNUIFSL, on all working days (Monday to Friday) from 10.00 am to 5.00 pm Indian Standard Time, 19, T.P. Scheme Road, Chennai-600028, websites: (GTAI) and www.tnuifsl.com. Email: pandiands@tnuifsl.com, vijay@tnuifsl.com, pradeep@tnuifsl.com, arivoli@tnuifsl.com

“Expression of interest must be submitted by “Expression of interest must be delivered a hard copy (with soft copy in Pen Drive) to the address above by 22.04.2024, with a super scribing “Empaneling Consultants for Climate Change Adaptation Expertise in Tamil Nadu under Tamil Nadu Sustainable Municipal Infrastructure Funds (SMIF-TN) phase – III assisted by KfW Bank - January 2024”. Details to be furnished only in the below mentioned formats.

Applicants may request a clarification of the REOI Document. Deadline for possible clarification is 14 days prior end of submission deadline.

Any request for clarification shall be sent in writing or by standard electronic means to the address above.

Responses shall be in writing or by standard electronic means and shall be sent to applicant and same will be uploaded in above mentioned web sites.

General information :

1. Empanelment does not necessary mean that a job will be assigned to the Empanelled Consultancy Firms.
2. The cost incurred by the Applicants in preparing and submitting this application, in providing clarification or attending discussions with process of empanelment shall be borne by the consultancy firms and the TNUIFSL, in no case will be responsible or liable for these costs regardless of the conduct or outcome of the process.
3. Applicant (s) providing inadequate information will be liable for rejection.
4. Interested Applicant(s) must provide all the relevant information (in English language only) as per the prescribed format.
5. All information requested for in the enclosed forms should be furnished against the respective column in the format. If information is furnished in separate documents, reference to the same shall be given against the respective column. If information is ‘Nil’, it shall also be mentioned as ‘Nil’ or ‘No such case’. If particular query is not applicable in the case of the Applicant, it shall be stated as ‘Not applicable’. No column should be left blank. However, Applicant (s) are cautioned that non-submission of complete information called for in the required formats or making any change in the prescribed forms may result in the application being summarily rejected.
6. Copies of the References, information, work orders and completion certificates from the respective clients certifying the suitability, technical know-how, experience or capability of the applicants shall be submitted by the Applicant which may be verified by TNUIFSL, if consider necessary.
7. The applicants are advised to attach any additional information which is considered necessary in regard to proving their capabilities. No further information will be entertained after submission of the application.
8. Separate proposals should be given for each of the assignments.
9. KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Annexure 2.

In further pursuance of this policy, Applicants 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 the procurement process and Contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

10. An Applicant may be a firm that is a private entity, a government-owned entity — subject to Annexure 1 – or a combination of such entities in the form of a Joint Venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. An Application may include Sub-Consultants, whose relationship with the Applicant is contractual, and who are not held jointly and severally liable for the execution of the Contract. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, procurement process (in the event the Applicant submits a Proposal) and during Contract execution (in the event the Applicant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

Applicants including their Affiliates and, in case of JVs, any of their members, may participate in only one Application. Sub-Consultants whose qualifications are used in the evaluation of at least one Application, pursuant to the Applicant’s request made, may only participate in the respective Application. Sub-Consultants, whose qualifications are not used in the evaluation of any Application, may participate in more than one Application. Applications submitted in violation of this procedure will be rejected.

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

KfW’s eligibility criteria for prequalification are described in Annexure 1 Eligibility Criteria.

The materials, equipment and Services to be supplied under the Contract and financed by KfW may have their origin in any country subject to the restrictions specified in Annexure 1 Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

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

Applicants shall be disqualified if they:

- a) are 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 has been fully resolved to the satisfaction of KfW;
- b) have a business or a 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;

- c) are controlled by or do control another Applicant or are under common control with another Applicant, receive from or grant subsidies directly or indirectly to another Applicant, have the same legal representative as another Applicant, maintain direct or indirect contacts with another Applicant which allow them to have or give access to information contained in the respective Applications, to influence them or influence the decisions of the PEA;
- d) are engaged in a Services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to Consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Applicants and the preparation of the terms of reference was not part of the activity;
- f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the Award of Contract.

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

- 12. The consultancy firm (s) providing inadequate information will be liable for rejection.
- 13. The forms must be submitted with KfW's Declaration of Undertaking must be filled out and signed. Please note, omission of the submission of the signed Declaration of Undertaking lead to rejection.
- 14. The preparation and the submission of the document is the responsibility of the applicant and no relief or consideration can be given for errors and omissions
- 15. Incomplete information /forms or lower turnover will lead to rejection.

Details to be furnished only in the below mentioned formats

Please send the EOI in the following order:

Covering Letter

- 1. Form No.1 – Details of Consultancy Firm
- 2. Form No. 2 - Summary of sector wise relevant experience - project data sheet
- 3. Form No. 3 - Format for relevant experience: completed assignments - project data sheet.
- 4. Form No. 3-A - Format for relevant experience: Ongoing assignments
- 5. Form No. 4 - Summary of key professionals available with firm
- 6. Form No. 5 – Past five years audited financial reports.
- 7. Form No. 6 – Declaration of Joint Venture/Associated firms
- 8. Form No. 7 – Litigation History
- 9. Form No. 8 – Statement of Legal Capacity
- 10. Form No. 9 – Declaration / Undertaking

11. Form No 10 - Any other relevant details.
12. Separate REOI's shall be submitted by the consultancy firm for each of the Sectors / Projects
13. Separate forms shall be used and submitted by each of the Joint Venture partner(s)
14. Use separate sheets / additional sheets, as required.

Empanelment:

1. The consultants will be ranked and empanelled in each sector. Top six firms (*with minimum qualifying marks of 60 and above*) will be issued RFP. In the case any one of the firm's declines to participate in submitting their proposals, the next firm in the order of their ranking will be replaced.
2. In the case of firms applying as Joint Venture, both the firm should have at least minimum one experience in the applied sector. Else, the firm which has experience alone will be empanelled.
3. In the case of parent company claiming experience of subsidiary firm and vice versa. The empanellement will be done considering both Parent company and subsidiary as a Joint Venture Entity.
4. Evaluation matrix for evaluation of REOI:

The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a score.

Criteria		Points	
1.	EVIDENCE OF EXPERIENCE GAINED IN THE LAST 10 YEARS:		50
	EXPERIENCE IN HANDLING SIMILAR PROJECTS [Climate Change Adaptation Studies or Project Implementation Climate Change Impact Assessment on different sectors Climate Change Impacts on Urban areas Climate Resilience/Adaptation studies or project implementation on urban infrastructure Study on or implementation of Climate Action Plan at City level/ULB level Studies or project implementation on Urban Heat Islands/Sea Level Rise Climate and Gender studies etc., Other Studies on Climate Change/Adaptation/Climate Resilience] Experience in capacity development of climate adaptation at municipality level Experience in project conceptualisation		

	(MIN VALUE OF THE EXPERIENCE) 1. IF IT IS A STUDY/CONSULTANCY, Rs. 25 LAKHS) 2. IF IT IS A PROJECT IMPLEMENTATION, Rs. 2 CRORES)		
	UP TO 1 EXPERIENCE - 15 points For each additional experience, additional 5 points	50	
2.	SUITABILITY FOR THIS SPECIFIC PROJECT:		40
	ASSESSMENT OF THE KEY PERSONNEL IN PERMANENT EMPLOYMENT AND ALWAYS AVAILABLE TO MONITOR THE TEAM AND PROVIDE BACK-UP SERVICES FROM THE HOME OFFICE (MINIMUM 5 YEARS OF EXPERIENCE IN ROLE) Up to 1 Climate Change Adaptation Expert having experience in Climate change adaptation studies and project implementation (incl. climate risk assessments, project conceptualisation, climate action planning) in urban infrastructure projects – 10 points. For each additional experts, additional 5 points Additional Experts like Energy Expert, Hydrologists, Climate Expert, Atmospheric Sciences Expert etc.,	40	
3	Financial Turnover		10
	Average Turnover - More than 3 Crores less than 10 crores – 5 Points More than 10 Crores – 10 Points	10	
TOTAL			100

DISCLAIMER

The information contained in this Request for Expression of Interest (REOI) or subsequently provided to applicant/s, whether verbally or documentary form by or on behalf of the PDGF managed by TNUIFSL or any of their representatives, employees or Advisors (collectively referred to as “PDGF Representatives”) is provided to applicant(s) on the terms and conditions set out in this REOI Document and any other terms and conditions subject to which such information is provided. This REOI document is not a Tender Document or an agreement and is not an offer or invitation by the PDGF Representatives to any party other than the entities who are qualified to submit their proposal (applicant/s). The purpose of this REOI document is to provide the applicant with information to assist the formulation of their Proposal. This REOI document does not purport to contain all the information each applicant may require. This REOI document may not be appropriate for all persons, and it is not possible for the PDGF Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this REOI document. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the REOI document and where necessary obtain independent advice from appropriate sources. The PDGF Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the REOI document. The PDGF Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this REOI document.

Form No. 1

Details of Consultancy Firm

S.No.	Description	Details
1	Name of the firm	
2	Ownership of the firm / company	
3	Address with Pin code	
4	Contact person (Management)	
5	Landline number (Management)	
6	Mobile number (Management)	
7	Fax Number (Management)	
8	Email-id of the firm (Management)	
9	Web address	
10	Contact person (Sector Proposed)	
11	Landline number (Sector Proposed)	
12	Mobile number (Sector Proposed)	
13	Contact person's Email id (Sector Proposed)	
14	Others (please elaborate)	

**Signature of the authorized representative
of consultancy firm(s)**

Separate forms shall be filled & submitted by each of the Joint Venture partner(s)

Form No. 2

**Summary of project (relevant) experience
Similar Project in last Ten years**

Completed projects

S. No.	Name of the Project	Cost of Assignment Rs.	Name of Client / Location	Period		Cost of Project Rs.	Brief description of project	Remarks
				From	To			

Ongoing projects

S. No.	Name of the Project	Cost of Assignment Rs.	Name of Client / Location	Period		Cost of Project Rs.	Brief description of project	Remarks
				From	To			

Work Order / Copy of Agreement / other Proof shall be enclosed along with relevant project data sheet (i.e. Form No. 3 & 3A).

(For certificates in other languages, convert them into English)

**Signature of the authorized representative
of consultancy firm(s)**

Form No. 3

Format for relevant experience: for completed assignments - project data sheet

Project Name	Country
Project location within the country	Professional staff provided by your firm
Name of the client	Professional staff months provided by your firm
Address and contact person (Client) Phone No: Fax No. Email id:	Value of Project: Value of consultancy assignment: Approx value of services by your firm
Start Date:	End date:
Name of the associated firms if any	No. of person-months professional staff provided by associated firm
Name of the Key professional of your firm involved in the assignment	
Detailed narrative description of project:	
Description of actual services provided	

Only assignments with Client certificates / Letter of Intent / Letter of Award / Work Order / Agreement copy (with TOR) will be considered.

(Project Description shall be in English language)

Proof shall be enclosed along with relevant project data sheet.

**Signature of the authorized representative
of consultancy firm(s)**

Form No. 3-A

Format for relevant experience: for Ongoing assignments - project data sheet

Project Name	Country
Project location within the country	Professional staff provided by your firm
Name of the client	Professional staff months provided by your firm
Address and contact person (Client) Phone No: Fax No. Email id:	Value of Project: Value of consultancy assignment: Approx value of services by your firm
Start Date:	End date:
Name of the associated firms if any	No. of person-months professional staff provided by associated firm
Name of the Key professional of your firm involved in the assignment	
Detailed narrative description of project:	
Description of actual services provided	

Only assignments with Client certificates / Letter of Intent / Letter of Award / Work Order / Agreement copy (with TOR) will be considered.

(Project Description shall be in English language)

Proof shall be enclosed along with the relevant project data sheet.

Form No. 4

Summary of key professionals available with firm

S.N	Key professional name	Key Qualification	Years with the firm	Total years of experience	Position / Expertise Type (eg. General Manager / Highway Engineer)	Total years of Experience in Sector proposed	Key Sectors / Projects worked
1							
2							
3							
4							
5							
..							
..							
n							

**Signature of the authorized representative
of consultancy firm(s)**

Form No. 5

**Past five years audited financial reports - attach separately
(Duly certified by the auditors)**

S. N.	Financial Year	Total Turn over of the firm / Company	Net Profit	Net-worth
		Indian Rupees in crores		
1	2018-19			
2	2019-20			
3	2020-21			
4	2021-22			
5	2022-23			

- For international firms, convert the turnover into Indian Rupees after duly certified by an Auditor.
- Audited Annual Accounts for the above mentioned five years has to be attached.

Form No. 6

Declaration of Joint Venture/Associated firms

Name of the associated firms, if any	Expertise provided by the respective JV partners / Associated firms – Sector-wise

Both the Lead and JV member will be equally liable for the assignment and payments will be released to the lead firm only.

If firms are bidding jointly a binding declaration must be given of which is the lead manager and what form the cooperation will take (joint venture, association, sub-contracting, and other forms). A declaration of intent must be enclosed.

Signature of the authorized representative of consultancy firm(s)

Form No. 7

Litigation History

The Consultant shall provide accurate information on the “Historical Contract Non-Performance Form” about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. (Separate Sheets for each project to be attached, giving following details). A summary is to be provided in following format.

Year	Name of Work/Assignment	Name of Client with Contact details	Contract No. and Date	Value of Contract In Rs.	Date Completed	Nature of Litigation	Final Award

Signature of the authorized Representative

Form No. 8

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. No.

Date:

To
The Chairman & Managing Director
TNUIFSL
19, T.P. Scheme Road
Raja Annamalaipuram
Chennai – 600 028

Dear Sir,

Sub: REOI – Appointment of Climate Expert - reg

I/We have agreed that (insert individual's name) will act as our Authorised Representative/on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

Form No. 9
Declaration / Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² 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 the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);

¹ 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, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

² 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.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
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 Organisation³ (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 agent 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 of⁴: _____

Signature:

Dated:

³ 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.

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

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

.....
.....
.....

(Place)

(Date)

(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Form No. 10

Any other relevant information

Brochures, etc

Annexure 1

ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

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

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

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

Annexure 2

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 Organisation (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.