

German Financial Cooperation with the Republic of Kenya

8.6MW Gogo Hydropower Redevelopment Project

Prequalification

for

Consulting Services for the Project Implementation

Employer: Kenya Electricity Generating Company PLC (KenGen)

December 2023

KenGen Procurement No.: KGN-GOGO-002-2023

KfW Procurement Number: 510650

BMZ 202368439

SECTION I – GENERAL PROVISIONS (GP)

1. General

1.1 SCOPE OF APPLICATIONS AND DEFINITIONS

- 1.1.1 In connection with the Invitation for Prequalification indicated in Section II, Specific Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.4.1.
- 1.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.
- 1.1.3 The following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.
 - (c) “Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.
 - (d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The term “Consultant” and “Applicant” are used in this document interchangeably.
 - (e) “Contract” means a legally binding written agreement signed between the Employer and the Consultant.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency Contract¹.
 - (h) “Government” means the government of the Employer’s country.
 - (i) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.

¹ The term Employer in this document shall have the same meaning as the terms Client and Project Executing Agency in the Guidelines.

- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer as contracting party during the performance of the Contract.
- (m) “Special Provisions (SP)” means an integral part of this Prequalification Document that is used to reflect specific country and project conditions to supplement the General Provisions. In case of conflict between the GP and the SP, the SP shall prevail.

1.2 SELECTION OF THE CONSULTANT AND PREQUALIFICA- TION PROCEDURE

- 1.2.1 To execute the project, the Employer intends to select one or several Consultants in accordance with the Guidelines. The evaluation commission of the Employer may be assisted by a tender agent or in exceptional cases a tender agent may conduct the entire tender procedure on behalf of the Employer. KfW’s monitoring and no-objection is not affected. The details are outlined in the **SP**.
- 1.2.2 This Prequalification Document sets out the prequalification procedure, including but not limited to the minimum requirements towards the experience and capabilities of the Applicants and the evaluation method. The Applicants who demonstrate to the Employer’s satisfaction that they have the experience and the capabilities to execute the project shall be shortlisted in accordance with GP 4.2.5 to participate in the subsequent tendering procedure.
- 1.2.3 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Guidelines containing details for KfW’s approval and no objection to individual steps during the procurement process. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

1.3 SANCTIONABLE PRACTICE

- 1.3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section V.
- 1.3.2 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.

1.4 ELIGIBLE APPLICANTS

- 1.4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section IV – 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). Unless specified in the **SP**, there is no limit on the number of members in a JV. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- 1.4.2 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 in accordance with Form 2 (Declaration on Conflict of Interest and of Submitting a Proposal), 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.
- 1.4.3 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.
- 1.4.4 KfW's eligibility criteria for prequalification are described in Section IV, Eligibility Criteria.
- 1.4.5 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 1.4.6 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 Section IV Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

1.5 CONFLICT OF INTEREST

- 1.5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.5.2 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.

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

1.6 REQUESTED SERVICES

1.6.1 A brief description of the requested consulting Services is presented in the **SP**.

2. Contents and Preparation of the Application

2.1 PREQUALIFICATION DOCUMENT AND COMMUNICATION

2.1.1 These Prequalification Documents consist of the sections indicated below, which should be read in conjunction with any Addendum issued in accordance with clause 2.6.

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking.

Form 2: Sample Declaration on Conflict of Interest and of Submitting a Proposal;

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

Form 6: List of Available Expertise and Human Resource Capacity;

Section IV - KfW Eligibility Criteria;

Section V - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility.

2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.

2.1.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its application all information or documentation as is required by the Prequalification Documents.

2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.

2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.2 DOCUMENTS COMPRISING THE APPLICATION

2.2.1 The Application submitted by the Applicant shall comprise the following:

(a) Application Letter, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is a JV, the Application Letter shall also describe the form of association and list the JV members.

- (b) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with GP 1.4.1 to submit the Application on behalf of the Applicant. If the Applicant 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, submitted in accordance with GP 2.2.1(d)(II). If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Consultant, if so nominated in accordance with GP 2.2.1(d)(II), a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.
- (d) Statements and Declarations:
- I. Declaration of Undertaking in the format provided in Section III.
 - II. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III.
 - III. If the Applicant is an existing JV, the Applicant shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Applicant is a JV, which the members intend to form for the purpose of executing the Contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.
 - IV. Statement on conflict of interest as per GP 1.5 is part of the declaration as per (d) ii. above. If the Applicant is a JV, separate statements shall be provided by each member of the JV.
 - V. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All balance sheets and profit and loss statements shall be certified by a reputable auditor or a chartered accountant.
 - VI. List of project references in the format provided in Section III. The number and timing requirements towards the project references shall be specified in the **SP**. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
 - VII. List of Available Expertise and Human Resource Capacity in the format provided in Section III.

(e) Any other documentation required in the **SP**.

2.2.2 Applicants shall submit concise and clear, but substantial documents and adhere to the above structure. Any interlineations, erasures or overwriting shall be valid only if initialed by the Applicant's representative designated in accordance with GP 1.4.1.

2.3 COST OF APPLICATION

2.3.1 All cost relating to the preparation of the Application, including but not limited to site visits, obtaining information, preparation and submission of the Application, shall be borne by the Applicant.

2.4 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

2.4.1 The Applicant shall prepare one original Application as described in GP 2.2 and clearly mark it "ORIGINAL". All documents comprising the original Application shall be typed or written in indelible ink and shall be signed by the Applicant's representative designated in accordance with GP 1.4.1. If the Applicant is a JV, the statements and declarations submitted by the members of the JV in accordance with GP 2.2.1(d)(II) – (VII) shall be signed by duly authorized officials, such as owners or directors of the respective members.

2.4.2 The Applicant shall prepare copies of the signed original Application and clearly mark each of them "COPY". The number and type of copies of the Application shall be in accordance with the **SP**. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.4.3. If electronic copies of the Proposal are required in accordance with GP 2.4.2, they shall be presented as unalterable and printable PDF files on CD or DVD disks, marked accordingly.

2.5 CLARIFICATION OF PREQUALIFICA- TION DOCUMENT

2.5.1 Applicants may request a clarification of the Prequalification Document until the deadline indicated in the **SP**. Any request for clarification shall be sent in writing or by standard electronic means to the address indicated in the **SP**. Responses shall be in writing or by standard electronic means and shall be sent to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source, not later than ten (10) Days prior to the deadline for the submission of Applications in accordance with GP 3.2.1.

2.5.2 If necessary, the Employer may send clarifications of the Prequalification Document to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, not later than ten (10) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.

2.6 AMENDMENT OF PREQUALIFICA- TION DOCUMENT

2.6.1 At any time prior to the deadline for the submission of Applications but not later than ten (10) Days before the submission date the Employer may amend the Prequalification Document by issuing an Addendum.

2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be communicated immediately in writing to all

prospective Applicants who have obtained the Prequalification Document from the Employer.

- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

3. Submission of Applications

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

- 3.1.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant.
 - (b) be addressed to the Employer, in accordance with GP 3.2 below;
 - (c) bear the project title and/or tender number.
 - (d) bear the following words clearly visible „Not to be opened by the Postal Service - Prequalification for“ and the name of the assignment.
- 3.1.2 The Employer shall not be responsible for misplacement, losing or premature opening of the Application if the envelope is not sealed or marked in accordance with GP 3.1.1. The disposal of original late Applications shall be obligatorily documented in a late Applications protocol, which shall be provided to KfW as part of the opening protocol prepared in accordance with GP 3.2.7 and to the entity, which has submitted the late Application.

3.2 DEADLINE FOR SUBMISSION OF APPLICATIONS, OPENING

- 3.2.1 Applicants may submit their applications by mail, by courier or by hand, against confirmation of receipt. Applications shall be submitted by the Applicants at the address and no later than the deadline indicated in the **SP**. Any Application received by the Employer after the deadline shall be declared late and rejected, and promptly disposed of.
- 3.2.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with GP 2.6, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 3.2.3 The preparation and the submission of the Applications is the responsibility of the Applicant, and no relief or consideration can be given for errors and omissions.
- 3.2.4 If copies of the Application shall be sent to multiple addresses in accordance with GP 3.2.1, the timely receipt of the original Application in compliance with GP 3.2.1 shall be decisive for the timely submission of the Application.
- 3.2.5 The Employer's evaluation committee as detailed in **SP** 1.2.1 shall proceed with the opening of the Applications shortly after the submission deadline as indicated in the **SP** and establish and sign an opening protocol as per GP 3.2.7.
- 3.2.6 Unless otherwise agreed the Employer's evaluation committee shall be composed of at least three members. One member of the Evaluation committee shall not be staff from the Employer's administration or organisation.

- 3.2.7 At the opening of the Applications the following shall be recorded in the opening protocol: the name and business address of the Applicant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members; the presence or absence of the Declaration of Undertaking whether they have been received on time and sealed as per GP 3.1.1. and any other information deemed appropriate or as indicated in the **SP**.

4. Evaluation-Process of the Prequalification Documents

4.1 CONFIDENTIALITY

- 4.1.1 After the opening of the Applications and until the announcement of the prequalification results to the Applicants no communication of any type between the Applicants and the Employer, its staff or any other person involved in the evaluation is permitted except as specified under GP 4.3.
- 4.1.2 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants, or any other persons not officially concerned with the prequalification procedure until the Employer notifies the Applicants of the prequalification results.

4.2 EVALUATION

- 4.2.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this Prequalification Document. In particular, an Application failing to demonstrate that the Applicant fulfils the financial capability requirements set out in the **SP** or lacking the following documents shall be considered not substantially responsive:
- a) Declaration of Undertaking (Form 1)
 - b) Financial Capability Statements and supporting documentation as required (Form 4)
 - c) Declaration on Conflict of Interest and on Submitting an Application (Form 2)
 - d) Power(s) of Attorney authorizing the representative of the Applicant
 - e) If the Applicant is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
- 4.2.2 The Employer shall evaluate the responsive Applications in terms of the prequalification criteria indicated in the **SP** and award each responsive Application a prequalification score of up to 100 points.
- 4.2.3 For the purposes of scoring individual prequalification sub-criteria in accordance with GP 4.2.2 the Employer shall apply the following qualitative approach to each criterion:
- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
 - b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
 - c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
 - d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially

deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.

- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

4.2.4. The Employer shall reject an Application if,

(a) it has determined that the Application is nonresponsive in accordance with GP 4.2.1.

(b) it has awarded the Application a prequalification score, which is lower than the minimum prequalification score of 70 points out of 100. Depending on the nature of the assignment a minimum score may be applied not only to the overall score but also to the achievement of a sub-score dedicated to environmental, social, health and safety (ESHS) issues, if specified so in the Special Provisions (SP).

4.2.5 The Employer shall establish a shortlist of qualified Applications determined to be responsive and scoring higher than the minimum prequalification score. The number of Applicants to be invited is generally five (5) but could be increased up to eight (8) if required and subject to prior indication in the SP. However, if the number of prequalified Applicants exceeds this predefined number Applicants will be invited as per their ranking.

4.3 EMPLOYER'S RIGHT TO ACCEPT OR REJECT APPLICATIONS

4.3.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

4.3.2 The Employer is not bound to select any Application.

4.4 NOTIFICATION OF PREQUALIFICA- TION AND PUBLICATION

4.4.1 The Employer shall notify all Applicants in writing on the outcome of evaluation shortly after the finalisation of the evaluation.

4.4.2 In addition, the Employer shall publish the list of prequalified Applicants (including all JV members, if any) who will be invited to submit an Offer (prequalification-result notice), after KfW's No-Objection to the prequalification evaluation report on GTAI's website and in any other media in which the prequalification notice was published.

4.4.3 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were not qualified.

4.4.4 Upon such a request the Employer will inform such Applicants on the major shortcomings and weaknesses of their Application.

4.5 REQUEST FOR PROPOSAL

4.5.1 Promptly after the notification of the results of the prequalification, the Employer shall invite the prequalified Applicants to submit their Proposals.

SECTION II – SPECIAL PROVISIONS (SP)

1.1.1 EMPLOYER

The Employer is “Kenya Electricity Generating Company PLC (KenGen), Kenya”.

The project name and reference numbers are “8.6MW Gogo Hydropower Redevelopment Project”, KenGen Procurement No.: **KGn-GOGO-002-2023**, KfW Procurement Number: 51650, BMZ 202368439.

The prerequisites for disbursements for this assignment are not yet finalised. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.

1.2.1 SELECTION OF THE CONSULTANT

Mr. Dieter Bohnet supports KenGen as tender agent in the implementation of the procurement process.

1.4.2 APPLICANTS

The following conditions shall apply to the engagement of Sub-Consultants by the Applicant:

A sub-consultant may be hired by more than one candidate provided that his or her qualifications are not considered by the Employer in the pre-qualification process (see Form 2).

1.6 REQUESTED SERVICES

KenGen is a Public Limited Company, registered under the Companies Act of the laws of Kenya. The Company was incorporated in 1954 with its core business being development, management, and operation of power generation plants. KenGen is listed at the Nairobi Securities Exchange and is owned 70% by the Government of Kenya, and 30 % by the public. Currently, the Company is the leading electric power producer in Kenya with an installed capacity of 1,904.1MW comprising of Hydropower-826.1MW, Geothermal-799MW, Thermal 253.5MW and Wind 25.5MW.

Currently, the Gogo hydropower plant has an installed capacity of 2 MW with two (2) power plant units of 1 MW each. The proposed project is concerned with the redevelopment of the Gogo hydropower plant with a capacity of 8.6 MW.

The consultancy services for this project are the subject of this tender.

The scope of the project includes but is not limited to the following activities:

1. Desilting of the Dam
2. Diversion of the water flow to facilitate works on the dam and bottom of the ground outlet, spillway, intake, e-flow turbine.

3. Refurbishing of existing spillway including installation of flashboards to increase level of reservoir.
4. Installation of new spillway gates with flaps, ecological flow turbine as an option, bottom outlet and new intake structures and associated hydro electro-mechanical equipment.
5. Construction of a new waterway as a tunnel of approximate 440m length and 3.6m diameter including the surge tank and associated facilities.
6. Construction of a new Steel Penstock complete with bifurcation of approximate 85m length.
7. Construction of a new Powerhouse equipped with turbines with an installed capacity of at least 8.6MW, generators, transformers, tailrace, controls and protection, and all associated auxiliary and ancillary equipment.
8. Construction of a new 11/33 kV substation and 33kv dedicated power evacuation line of approximately 26km.
9. All the associated civil and structural works related to this project.
10. Decommissioning, closing and securing the existing Hydropower structures.

These works shall be carried out under FIDIC Conditions of Contract for the Plant and Design-Build.

The Consultant's main services requested under this assignment will include but are not limited to the following activities:

1. Review of existing feasibility study report including any other relevant documentation related to the project from the Client. Prepare and present a report for the client consideration before optimizing recommendations in the feasibility study.
2. Review and confirm the flow duration curves from the feasibility report.
3. Optimize the feasibility Study Report and calculation of the cost efficiency and confirmation of optimal number of turbines in line with no.1 above and available resource data in the feasibility study.
4. Prepare preliminary design for the Plant & Design-Build portion (Hydro-Mechanical, Electro-Mechanical and Substation), and detailed design for the measured portion (Civil and Transmission Line) and associated bidding documents.
5. Support the client in bidding, bid evaluation, Contract negotiation up to award of the works contract.
6. Carry out Risk analysis and propose mitigation measures.
7. Management of the works contract.
8. Design Review and full Supervision of the Works.
9. Management of Environmental, Social, Health and Safety (ESHS) requirements, including preparation of a construction ESMP (environmental and social management plan), implementation of a resettlement action plan
10. Preparation of projects on reports on progress of work, finance, ESHS and any other report as maybe required.
11. Transfer of knowledge and training for the client's personnel

The estimated project duration for the Implementation Engineer is 56 calendar months.

The tasks of the Implementation Engineer will be divided into phases, with Phase 1

lasting approximately 11 months and including all activities for the Procurement of Plant Design-Build Contractor and Phase 2 being the implementation of the work. The second phase is scheduled to last approx. 30 months. At the end of the 12-month defect notification period the final project closure will follow with a duration of up to three months.

The following positions (key staff) are envisaged for the project execution:

- Project/Construction Manager
- Mechanical Team Lead
- Electrical Team Lead
- Control & Instrumentation Team Lead
- Civil/Structural Team Lead
- Hydro Resource Expert
- Contract/Commercial Expert
- Quality Assurance and Risk Management Expert
- ESHS Expert

The above key staff should be international experts² and should include Kenyan experts with the requested qualifications. Key staff shall have at least 10 years of relevant professional experience.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION

2.2.1(d)(VI) Project References:

The applicant shall present up to 10 reference projects for the requested services. A reference project shall represent key parts of the requested main services and must fulfil the following conditions to be evaluated:

- Reference projects that are older than 25 years will not be evaluated.
- Up to 3 reference projects from sub-consultants who only may participate in one proposal, will be accepted.
- A reference project will not be evaluated when the contract value of the declaring international consultant(s) is below 200.000 EUR and below 100.000 EUR for local sub-consultants.
- Ongoing reference projects will be only evaluated if 50% or more are completed based on the provided start end dates.
- At least 3 of the 10 project references have to include ESHS topics (e.g. implementation of environmental and social studies (e.g. ESIA) and management plans (e.g. ESMP), resettlement or livelihood issues, river ecology / ecological flow, health & safety to international standards (i.e. World Bank or IFC))

² International experts have an expertise that complies with international standards and regulations. They also have proven work experience outside their home country (number of Projects). A Kenyan expert that fulfils these requirements is considered an international expert.

2.2.1(e) Additional Documents: Form 7 and 8 are also part of the application.

2.4. SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

2.4.1

No hard copies shall be submitted. Applications shall be submitted as digital files using the exficon e-procurement platform.

Consultants are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Agent via email (tender.agent@bohnet-consulting.de) latest seven (7) days prior to expiry of the deadline.

The data shall be used to set up an e-procurement system for this tender submission. The operator of the KfW-approved e-procurement system, exficon GmbH, Frankfurt am Main, will revert to the persons authorized for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.

Detailed information and a step-by-step description of the upload procedure can be downloaded here: <https://exficon.de/tad/e-procurement/>.

2.4.2

Not applicable

2.4.3

Not applicable

2.5. CLARIFICATION OF PREQUALIFICATION DOCUMENT

2.5.1

The address for any clarifications regarding this application is as follows:

Dieter Bohnet
tender.agent@bohnet-consulting.de)

and

Isaac K. Maina
imaina@kengen.co.ke; cgalma@kengen.co.ke; tenders@kengen.co.ke;

The deadline for clarifications by Applicants is 14 days prior to the deadline for submission of applications as per SP 3.2.1

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

Not applicable

3.2.1 DEADLINE FOR SUBMISSION OF APPLICATIONS

The Application must be submitted at or before **14th February 2024, 1200 hrs. Central European Time (CET)**. Timely submission means that the application file must be successfully uploaded by the deadline.

The application must be submitted as a single searchable pdf file preferably no larger than 15 MB. The pdf file must not be protected in a way that text passages cannot be marked or copied. In addition, it must be possible to insert comments. Failure to comply with these requirements will result in a deduction of points.

Please note that no physical delivery shall be made (no hard copies are to be submitted).

3.2.4 Not applicable

4.2 EVALUATION

KenGen will appoint an appropriate evaluation committee.

4.2.1 The Applicant shall demonstrate the following financial capabilities:

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Each Party	One Party	
Turnover annually	Minimum turn-over 1.900.000,00 EUR (2.000.000,00 USD) (minimum turn-over for the last three years)	Must meet req.	Must meet req	n/a	n/a	GP 2.2.1. d) V / Form 4
Current Ratio	Current ratio 1,2 (minimum current ratio)	Must meet req.	Must meet req	n/a	n/a	GP 2.2.1. d) V / Form 4

4.2.2 Applications in accordance with GP 4.2.1 will be assessed according to the following criteria and the following points system, using all intermediate points from 0 to 100.:

Qualification criteria*	Scoring
1. Applicant's Experience	45
1.1 Experience in implementing similar projects. Experience shall be considered similar if it includes the following elements (sub-criteria): <ol style="list-style-type: none"> 1. At least 15years,experience in consulting services on Hydroelectric Power plants for four (4) projects. Thereof two (2) assignments of feasibility study and resource optimization (6 points). 2. At least 15years,experience in the design and supervision of two (2) hydroelectric power plants, associated civil, structural, hydro electromechanical works, substation, and transmission systems (8 points). 	35

Qualification criteria*	Scoring
<p>3. At least 15years,experience in the design and supervision of two (2) hydroelectric power plant tunnelling works (8 points) .</p> <p>4. Refurbishment /redevelopment and upgrading of two (2) hydroelectric power plants of similar capacity, nature, and scope in the last 25 years . (7 points)</p> <p>5. Experience with two (2) implementations of Environment & Social safeguards in Africa within the last ten years (6 points).</p> <p>The sub-criteria are evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI).</p>	
<p>1.2 Experience with working-conditions in developing and/or transition countries³. This sub-criterion is evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI).</p>	5
<p>1.3 Experience with working-conditions in the region⁴. This sub-criterion is evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI).</p>	5
<p>2. Applicant's Capabilities Note: Do not submit CV's of your experts as they will be evaluated only in the RfP tender.</p>	50
<p>2.1 Qualitative assessment of the Applicant's available Expertise The quality of the expertise appropriate for the project team profiles described in GP 1.6, to which the Applicant has access. Expertise for ESHS requirements related to hydropower projects (5 points) These sub-criteria are evaluated based on the list submitted in accordance with GP 2.2.1(d)(VII), (Access to Expertise Required for the Assignment).</p>	45
<p>2.2 Quantitative assessment of the Applicant's Human Resource Capacity The extent to which the Applicant has access to personnel appropriate for the tasks described in GP 1.6. This sub-criterion is evaluated based on the List submitted in accordance with GP 2.2.1(d)(VII), (Human Resource Capacity).</p>	5
<p>3. Is the Application concise and related to the project?</p>	5
<p>Overall Total Score</p>	100

³ For a list of developing countries see DAC List of ODA recipients: <http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/DAC-List-of-ODA-Recipients-for-reporting-2020-flows.pdf>

⁴ The countries of the region are Burundi, Ethiopia, Kenya, Kongo, Rwanda, Sudan, South Africa, Tanzania, Uganda, Zambia and Zimbabwe.

4.2.5 The number of prequalified Applicants to be invited to submit a Proposal is limited to six (6). An application must have at least 70 points to qualify for the shortlist.

4.5.1 The Applicants will be informed on the results of the prequalification after the finalisation of the evaluation.

SECTION III – APPLICATION FORMS

Form 1– Declaration of Undertaking**Declaration of Undertaking**

Reference name of the Application/Offer/Contract:

("Contract")⁵

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁶ 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 offence, 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 1 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 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of*

⁵ 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".

⁶ 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.

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 Organisation⁷ (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

⁷ 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 labor, c) forced labor, d) worker's organizations and e) non-discrimination.

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 fulfilment 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 of⁸: _____

Signature:

Dated:

⁸ 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 2 – Sample Declaration on Conflict of Interest and of Submitting a Proposal

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that in the event of being prequalified by the Employer, we shall submit a Proposal, subject to the details of the tender documents.

[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

[List Sub-Consultants here]

If short-listed, we undertake to submit a Proposal that includes all of the above Sub-Consultants.”]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 3 – Sample Declaration of Association**Declaration of Association**

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

We also confirm that the Lead Consultant has the authority to represent, negotiate sign and initial all matters regarding this tender on our behalf.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 4 – Financial Capacity Statement

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with GP 4.2.1]

Financial data	2 years before last year ⁹ <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average ¹⁰ EUR
Annual turnover ¹¹				
Current assets ¹²				
Current liabilities ¹³				
Current ratio (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.

The financial capacity statement must be supported by the Applicant's profit and loss statement and balance sheets. If the Applicant is a JV, each member of the JV shall provide separate statements. The statements must be in English (or a certified translation in English must be provided) and not more than two pages. A reputable auditor or a chartered accountant shall certify all statements. Do not add tax forms or statements.

In case the balance positions are not self-explaining, the applicant must demonstrate how the current assets and liabilities were calculated. In addition, the corresponding balance sheet items must be labelled in yellow.

Faulty information may lead to the exclusion from the prequalification.

⁹ Last year = last accounting year for which the entity's accounts have been closed.

¹⁰ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

¹¹ 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.

¹² 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.

¹³ 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.

Form 5 – Project Experience

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

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

Form 6 – List of Available Expertise and Human Resource Capacity

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 / for the project team profiles described in GP / SP 1.6. Include home-office project management / administration and backstopping personnel. Include freelance personnel and Sub-Consultant staff, if applicable (see Declaration in Annexe I). Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the prequalification stage. The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include staff named below into the Proposal.

Name	Project team position / areas of required expertise as per GP / SP 1.6 ¹⁴	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant ¹⁵	Relevant Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages
Peter Noname*	Landfill expert <ul style="list-style-type: none"> Design and operation of landfills Procurement of works, 	MSc in Civil engineering	30	20 years	Uganda (0,6 years) Kenya (2 years) Tanzania (1,5 years)	Project Name 1: <ul style="list-style-type: none"> Landfill detailed design Preparation of tender documents Project Name 2: <ul style="list-style-type: none"> 	English
Frank Noname*	ESIA expert <ul style="list-style-type: none"> ESIA assessments Permitting process for civil works HSE assessment 	MSc in Environmental Management	10	FE 5 years	Uganda (0,6 years) Kenya (2 years) Tanzania (1,5 years)	Project Name 1: <ul style="list-style-type: none"> ESIA assessment Project Name 2: <ul style="list-style-type: none"> Preparation of ESMP etc. 	English

Name several experts for one position to demonstrate the breadth of your pool of experts. Please group experts into categories and list backstoppers separately at the end of the form.

***The information in the table is for demonstration purposes only.**

¹⁴ The project team profiles should relate to the requested services and key staff listed in GP / SP 1.6. The information provided in the “Education/Degree” and “Relevant Project References) should demonstrate that the expert’s core specialization is appropriate for the respective project profile.

¹⁵ 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.

Form 6 continued**2. Human Resource Capacity**

Complete the list below to demonstrate the permanent staff available in the areas of expertise required in this assignment as described in GP / SP 1.6. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert Services.

[To avoid misunderstanding insert a separate sheet for each JV members here]

Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.6	Staff		Total staff appropriate for the specialisation
	Permanent staff in the Applicants firm	Freelance staff	

Total staff number of the Applicant			
-------------------------------------	--	--	--

Please substantiate the above statements with (an) organizational chart(s) of the firm or the relevant parts of the firm.

Form 7 – Overview of Association Members

	Company Name	Address	Role in JV*
1	XXXX	XXXX	Lead consultant
2	XXXX	XXXX	JV member
3	XXXX	XXXX	Sub-consultant
4			

Form 8 – Table of Contents

The application shall be structured as follows:

1. Application letter
2. Power of attorney
3. Presentation of the applicant
4. Declarations and Statements
 - 4.1. Declaration of Undertaking in the format provided in Section III (Form 1)
 - 4.2. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III (Form 2)
 - 4.3. Declaration(s) of association (if required) (Form 3)
 - 4.4. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements (Form 4)
5. List of project references in the format provided in Section III (Form 5).
6. List of Available Expertise and Human Resource Capacity in the format provided in Section III
 - 6.1. Access to Expertise Required for the Assignment (Form 6.1)
 - 6.2. Human Resource Capacity (Form 6.2)
7. Overview of Association Members (Form 7)

Information that is not in the proper location may not be considered.

SECTION IV – ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

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

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

SECTION V – 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 mis-procurement 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 Sub-contractors 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.